

SOLICITATION/CONTRACT				REQUISITION NUMBER		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE 1 OF	
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. Control, POC Name: 021096, hallrl				N66604-2036-01J9				DX-A3		35	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. SOLICITATION NUMBER		5. SOLICITATION TYPE		6. SOLICITATION ISSUE DATE			
				N66604-02-R-1096		<input type="checkbox"/> SEALED BIDS (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		2002 AUG 07			
7. ISSUED BY				CODE		8. THIS ACQUISITION IS					
Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 5913, Simonpietri Drive Newport, RI 02841-1708 hallrl@npt.nuwc.navy.mil				N66604		<input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS		<input type="checkbox"/> LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> OTHER:			
				NO COLLECT CALLS		NAICS CODE 541330		SIZE STANDARD \$4,000,000			
9. SOLICITATION: SEALED OFFERS IN ORIGINAL AND 2 COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 2:00 P.M. (LOCAL TIME ZONE) ON 2002 OCT 08 . LATE OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. <p style="text-align: center;">SEE PROVISION L1 or L2 FOR SPECIFIC INSTRUCTIONS.</p>											
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input checked="" type="checkbox"/> SERVICES Trident Combat System On-Site Support for Kings Bay and Bangor Detachments											
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.						12. ADMINISTERED BY _____ CODE _____					
13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____						14. PAYMENT WILL BE MADE BY _____ CODE _____					
TELEPHONE NO. _____ DUNS NO. _____ <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: 14					
15. PROMPT PAY DISCOUNT						16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304 (C) <input type="checkbox"/> 41 U.S.C. 253 (C) <input type="checkbox"/> N/A ()					
17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES					19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT		
	(SEE PAGE 2)										
23. ACCOUNTING AND APPROPRIATION DATA									24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)		
25. <input checked="" type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						26. <input type="checkbox"/> AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <p style="text-align: center;">ALL ITEMS</p>					
27. SIGNATURE OF OFFEROR/CONTRACTOR						28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
NAME AND TITLE OF SIGNER (TYPE OR PRINT)						NAME OF CONTRACTING OFFICER					
						Richard L. Hall					
DATE SIGNED						DATE SIGNED					

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER (Specify)		
	WE DO	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED	
NAME AND ADDRESS OF FIRM (Include Zip Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	

FROM:

AFFIX
STAMP
HERE

TO: Commercial Acquisition Department, Building 11

Naval Undersea Warfare Center Division, Newport

Code 591, Simonpietri Drive

Newport, RI 02841-1708

SOLICITATION NO. N66604-02-R-1096

DATE AND LOCAL TIME 2002 OCT 08, 2:00 P.M.

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B18 SUPPLIES/SERVICES AND PRICES - IDIQ (SEP 2001)

(a) This is an indefinite delivery - indefinite quantity contract with cost plus fixed fee provisions. Individual Orders under this contract will be issued on either a term or completion form basis.

(b) The Contractor shall, in accordance with orders issued by the ordering officer, perform work assignments within the parameters of the Statement of Work.

(c) The services and material to be ordered hereunder shall be reimbursed in accordance with the provisions of the clauses herein entitled, Allowable Cost and Payment (FAR 52.216-7) and Fixed Fee (FAR 52.216-8), the terms of which are construed to apply, on an individual basis, to each order issued. For the purpose of establishing the fixed fee for each order issued under this contract, refer to the clause in this section entitled, Payment of Fixed Fee.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0001	SERVICES per the Statement of Work (SOW), Attachment #1, for the Level of Effort in Clause B33, for the term in Section I, FAR 52.216-22.	1	LO	
	Estimated Cost:			\$ _____ *
	Fixed Fee:			\$ _____ *
	Total CPFF:			\$ _____ *
0002	DATA per Exhibit "A", Contract Data Requirements List (CDRL), DD Form 1423, per the Delivery Orders issued hereunder.	1	LO	NSP

* Offeror shall insert amounts.

B33 LEVEL OF EFFORT – IDIQ (SEP 2001)

(a) The level of effort estimated to be ordered during the term of this contract is 310,200 man-hours of direct labor including authorized subcontract labor, if any. The level of effort is expected to occur evenly over the contract term. The Contractor shall not, under any circumstances, exceed 100% of the total level of effort specified in this basic contract. All direct labor is expected to occur on Government sites. The estimated composition of the total man-hours of direct labor by classification is as follows:

Labor Category	eCraft Category	Man-hours	
		Kings Bay, GA	Bangor, WA
Word Processor I	01611	9,400	9,400
Analyst I	AN1	9,400	9,400
Analyst II	AN2	37,600	37,600
* Analyst III	AN3	28,200	28,200
* Engineer Electrical/Electronics IV	EE4		9,400
Logistician I	LOG1	9,400	9,400
* Logistician II	LOG2	9,400	9,400
* Manager, Program/Project I	MANP1	9,400	9,400
Specialist, Configuration Management I	SCM1	9,400	9,400
Specialist, Configuration Management II	SCM2	18,800	18,800
* Specialist, Configuration Management III	SCM3	<u>9,400</u>	<u>9,400</u>
		150,400	159,800

* denotes Key Personnel labor categories

(b) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether the order is fully funded, applies independently to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(c) In the event that less than 100% of the established level of effort of the basic contract is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, of the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of:

- (1) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals 100% of the established Level of Effort; or
- (2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Orders.

(1) An estimated level of effort shall be established for each completion form order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement.

(2) Within thirty days after completion of the work under each completion form order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

- (i) The Contractor's estimate of the total allowable cost incurred under the order; and
- (ii) In the case of a cost underrun, the amount by which the estimated cost of the order may be reduced to recover excess funds.

(e) Term Form Orders.

(1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

- (i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed 75% of the level of effort established for that order; or
- (ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

(2) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only, i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer.

(3) In performing term form orders, the Contractor may use any combination of hours of the labor categories listed in the order.

(4) Within thirty days after completion of the work under each term form order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

- (i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the order schedule, including the identification of the key employees utilized;
- (ii) The Contractor's estimate of the total allowable cost incurred under the order; and
- (iii) In the case of a cost underrun, the amount by which the estimated cost of the order may be reduced to recover excess funds.

(5) In the event that less than 100% of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

- (i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals 100% of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or
- (ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the established Level of Effort (or the fee bearing portion of the last upward revision).

(6) In the event that the expended level of effort of a term order exceeds the established level of effort by 10% or less, but does not exceed the estimated cost of the order; the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (e)(1) above. This understanding does not supersede or change subsection (e)(1) above, whereby the Contractor and Government may agree on a change to the order level of effort with an equitable adjustment for both cost and fee.

B52 PAYMENT OF FIXED FEE - IDIQ (MAY 2001)

(a) The fixed fee specified in Section B is the maximum fee that may be paid under this contract. The Government shall pay fixed fee as provided in this clause. This fee shall be paid, subject to any adjustment required by other clauses of this contract, in installments at the time of each provisional payment for reimbursement of allowable cost.

(b) A fixed fee shall be established for each order issued under this contract. The fixed fee shall be established by dividing the level of effort (direct man-hours) stated in the order by the total contract level of effort (direct man-hours) and multiplying the result by the total contract fixed fee. The amount of each installment payment of fixed fee shall be determined by dividing the net direct labor hours expended during the period by the level of effort established in the order and multiplying the result by the total fixed fee established in the order.

(c) Completion Orders. The Contractor is entitled to the full fixed fee amount upon the acceptable completion of the order.

(d) Term Orders. Fee shall be paid only for hours performed, not to exceed the fixed fee amount stated in the order.

(e) Withholding. As provided in the clause entitled, Fixed Fee (FAR 52.216-8), the Contracting Officer hereby withholds 15% of all fixed fee payable until the total contract fee withheld reaches the stated maximum of \$100,000. Invoices submitted under the individual orders shall indicate fixed fee withheld.

SECTION C DESCRIPTION / SPECIFICATIONS/WORK STATEMENT

C12 STATEMENT OF WORK - IDIQ (SEP 2001)

Services shall be performed in accordance with the Statements of Work which are included in the individual orders. These Statements of Work detail efforts that fall within the scope of the basic contract Statement of Work, attachment #1.

C16 COST AND PERFORMANCE REPORTING (MAY 2001)

(a) The Contractor agrees to provide the Contractor's Funds and Man-hour Expenditure Report in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System within sixty (60) days after the date of contract award. Failure to comply with this requirement may result in contract termination.

(b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel and other contract charges.

- (1) Format. Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft). Paper submittal of the data is permitted for the first 60 days of performance. Address paper submittals to the Contracting Officer's Representative identified in the contract.

(2) Scope and Content.

- (i) The Contractor shall identify costs to the individual SLIN if applicable. If pricing is not established at the SLIN level, report to the CLIN.
- (ii) The Contractor shall report individual cost elements comprising the total cost of performance for the current cost reporting period.

(3) Submission and Approval.

- (i) Submit report at least once per month beginning 30 days after contract award. Approval will be indicated by e-mail notification from eCraft.
- (ii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 591.

(c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas. References to costs are meant to be at a summary level. Preparation instructions follow.

(1) Format. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. Report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is encouraged.

(2) Content.

- (i) Provide a front cover sheet that indicates the contractor's name and address, the contract number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).
- (ii) Report contract schedule status. Describe the progress made against milestones during the reporting period.
- (iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart.
- (iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions beyond the scope of the contract. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.
- (v) Report all trips and significant results.
- (vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as emails, telephone conversations, etc.
- (vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.
- (viii) Report plans for activities during the following reporting period.
- (ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(3) Submission and Approval.

- (i) Submission. Submit report monthly beginning 30 days after contract award.
- (ii) Distribution. Provide one original copy to the Contracting Officer's Representative. Additional copies shall be provided to:
- (iii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 2203.
- (iv) Approval. DD Form 250 is not required. Approval will be indicated via letter of transmittal.

(d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the contracting officer.

C21 PERSONNEL QUALIFICATIONS

(a) Qualifications. The Contractor shall provide personnel having the minimum levels of professional/technical experience and education specified for each labor category in Attachment #2, Personnel Qualifications Sheets. Specialized experience shall have been obtained in the areas indicated by the labor qualifications and the Statement of Work. In addition, Key Personnel are subject to the terms of the clause entitled, Key Personnel.

(b) Workmanship. Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

(c) Job Functions. The functions to be performed by personnel, both Key and Non-Key shall reasonably correspond to the title of the Labor Category. For example, design of electrical components may not be performed by an individual listed in the Typist labor category, nor may typist functions be performed by an individual listed in the Electrical Engineer labor category.

C24 SECURITY REQUIREMENTS

The Contractor shall comply with Attachment #3, DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon.

C25 ACCESS TO GOVERNMENT SITE (DEC 2001)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. Contact Code 552 at 401-832-3534 or 5890 in Newport, RI.

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at <https://www.npt.nuwc.navy.mil/envpol00.htm>.

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet.

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

SECTION D PACKAGING AND MARKING

D20 DELIVERY OF DATA (SEP 2001)

(a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

(b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).

(c) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport
Contract, Order, and ELIN Numbers
Report Title
Date of Report
Contractor Name (division which generated the report)

SECTION E INSPECTION AND ACCEPTANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-5	INSPECTION OF SERVICES - COST REIMBURSEMENT	(APR 1984)

E14 INSPECTION AND ACCEPTANCE OF SERVICES

The Contracting Officer's Representative (COR) or the Alternate COR, as evidenced by a signed Certificate of Final Acceptance (COFA) memorandum, shall perform inspection and acceptance of the services being furnished. The COFA shall be signed only by the COR or Alternate COR designated in clause G17.

SECTION F DELIVERIES OR PERFORMANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	STOP-WORK ORDER - ALT I (APR 1984)	(AUG 1989)

F20 PERFORMANCE PERIOD (SEP 2001)

(a) For planning and proposal purposes this contract will become effective on 1 JAN 2003. The actual effective date shall be established at contract award and will be set forth on the face page of the contract. The ordering period is defined in the clause entitled, Ordering (FAR 52.216-18).

(b) The performance period shall continue until the date specified in the clause entitled, Requirements (FAR 52.216-21), or Indefinite Quantity (FAR 52.216-22), whichever is applicable.

(c) Individual orders will specify a beginning date and an ending date. Costs incurred prior to the beginning date or after the ending date shall not be directly allowable without the written consent of the Contracting Officer (modification).

F30 PLACE OF PERFORMANCE (SEP 2001)

(a) Work will be performed at the Contractor's facility or other locations, as required by the statement of work. For indefinite delivery type contracts, the individual orders may specify locations where work shall be performed. These sites are likely to include, but are not limited to the following locations: Submarine Bases at King's Bay GA, and Bangor, WA

(b) Sea travel and work aboard Government warships or vessels may be required. The Contractor must obtain boarding authorization from the Commanding Officer prior to boarding any U.S. Naval warship or vessel.

(c) The Contractor is responsible for making all needed arrangements for its personnel. This includes but is not limited to travel reservations, medical examinations, immunization, passports, visas, and security clearances.

(d) Travel outside the continental United States may be required; see Section I for clauses relating to overseas travel.

F40 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (AUG 1999)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.nslcptsmh.navsea.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>Name</u>	<u>Phone</u>	<u>E-mail Address (optional)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION G CONTRACT ADMINISTRATION DATA

G1 SUBMISSION OF INVOICES -- COST REIMBURSEMENT (MAY 2001)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four (4) copies, to the contract auditor at the following address: See clause G12, Cognizant DCAA, unless waived by DCAA. If Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this contract, provide duplicate information to eCraft.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report", is not required.

(f) A Certificate of Performance is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract. The Government may indicate final acceptance on DD Form 250 or by other appropriate means such as a Certificate of Final Acceptance.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, costs will be allocated on a first-in first-out basis. For example, invoice ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc.

G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (SEP 2001)

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

(d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.

(e) (For Indefinite Delivery contracts only) Ordering Officers are Contracting Officers of the Naval Undersea Warfare Center Division, Newport. However, their authority extends only to the order that they sign.

(f) The address and telephone number of the Contracting Officer is:

Name: Richard L. Hall
Address: Commercial Acquisition Department, Building 11
Naval Undersea Warfare Center Division, Newport
Code 5913
Simonpietri Drive
Newport, RI 02841-1708
Telephone: Commercial: 401-832-1522; DSN: 920-1522
Email: hallrl@npt.nuwc.navy.mil

G11 CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)

(a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.

(b) **PCO RETAINED FUNCTIONS**. The Procuring Contracting Officer (PCO) retains the administrative functions described in FAR 42.302(a) and listed below. These functions will be accomplished as set forth in the Contract Administration Plan or Contract Administration Master Plan, as applicable, Attachment #4.

- (3) Conduct post-award orientation conferences.
- (40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
- (44) Perform engineering analyses of contractor cost proposals.
- (45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.
- (46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.
- (47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

(c) **ACO DELEGATED FUNCTIONS**. The Administrative Contracting Officer (ACO) is delegated the following functions:

- (1) All other functions of FAR 42.302(a) *except* (3), (40), (44), (45), (46), and (47).
- (2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)
- (3) The function of FAR 42.302(b)(6).

(d) If the ACO identifies a contract administration problem, the remedy for which is not covered by the above, the ACO shall request the PCO to delegate additional functions as necessary. The PCO may delegate authority by letter.

G12 COGNIZANT DCAA

The cognizant DCAA for this contract is:

Office: * _____
Address: _____

Telephone: _____

* Offerors should fill in the above information, if known.

G14 CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE

The contractor's senior technical representative, point of contact for performance under this contract is:

Name: * _____
Title: _____
Address: _____
Telephone: _____

* Offeror shall fill in the above information.

G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE

The Paying Office will mail payments to:

* _____

* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

G16 NOTE TO PAYMENT OFFICE - PAYMENT BY ACRN (MAY 2001)

In the event the contractor does not identify the specific ACRN (or the related SLIN) being invoiced, the paying office is directed to pay the invoice by assigning the ACRN on a first-in first-out basis. For example, pay from ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc. If necessary, the paying office should assign the appropriate SLIN.

G17 COR APPOINTMENT

(a) The Contracting Officer hereby appoints the following individual as the Contracting Officer's Representative (COR) for this contract:

COR: Name: Myron Ritter Code: 2203
Mailing Address: Naval Undersea Warfare Center Division, Newport, Bangor Detachment
2012 Guardfish Street
Silverdale Washington, 98315-2012
Telephone: Commercial: (360) 396-1845; DSN: 744-1845
RitterM@npt.nuwc.navy.mil

(b) The COR is responsible for those specific functions assigned in the Contract Administration Master Plan, or Contract Administration Plan as applicable, Attachment #4.

(c) Alternate COR. In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR.

ALT.COR: Name: John Misturado Code: 2203

Telephone: Commercial: (912) 673-2001 ext 9162; DSN: 573-2001 ext 9162

MisturadoJM@npt.nuwc.navy.mil

(d) Only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor unless the PCO or ACO has issued a formal modification.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H21 LIABILITY INSURANCE

The following types of insurance are required in accordance with the clause entitled, Insurance - Liability To Third Persons (FAR 52.228-7), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

H28 MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the clause entitled, Indefinite Quantity (FAR 52.216-22), the contract minimum quantity is a total of \$50,000 worth of orders. The contract maximum quantity is the total number of hours of effort specified in Section B. For the purpose of calculating the expenditure of hours in relation to the maximum quantity, the total hours expended shall be the sum of (1) the total number of hours ordered under all term form orders and (2) the total number of hours of estimated level of effort established under all completion form orders.

H29 ORDERING (MAR 2002)

(a) Ordering. Supplies or services shall be furnished under this contract only as ordered by an Ordering Officer of the Naval Undersea Warfare Center Division, Newport. Orders may be written, on DD Form 1155, or oral. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purpose of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the Contractor.

(b) Information. Each order should include the following:

- (1) Date of order
- (2) Contract and order number
- (3) Appropriation and accounting data
- (4) Description of the work to be performed, including the period of performance, and a description of any end items to be delivered
- (5) Identification as either a term form or completion form order
- (6) For term form orders for services, the level of effort including the estimated number of hours for each applicable labor category required to perform the order
- (7) For completion form orders for services, the estimated level of effort

- (8) DD Form 1423, Contract Data Requirements List, if applicable
- (9) Exact place of pickup or delivery
- (10) The inspecting and accepting codes (as applicable)
- (11) For CPFF Contracts, the Estimated Cost, the Fixed Fee and the Cost Plus Fixed Fee (CPFF) amount or the Ceiling Price, as applicable
- (12) List of Government Furnished Property and the estimated value thereof, if applicable.
- (13) DD Form 254, Contract Security Classification Specification, if applicable

(c) Term or Completion Form Orders. Cost reimbursement orders may be issued on either a Term or Completion form basis as described in FAR 16.306. Fixed Fee for each order shall be established in an amount which is in the same ratio to the total fixed fee as the number of hours estimated to be expended is to the maximum contract hours. Fixed Fee shall be paid in accordance with the applicable Payment of Fixed Fee clause.

(d) Oral Orders. Oral orders (or modifications to orders) may be placed only as follows. The information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written order on DD Form 1155 within five working days. Unilateral orders cannot be issued orally.

(e) Unilateral Orders. Orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the Contractor to perform and any disagreement shall be deemed a dispute within the meaning of the Disputes clause.

(f) Cautionary Note. Nothing stated in an order, a quote, or in discussions, can modify the basic contract terms or regulations governing this contract. Orders are not advance agreements under FAR 31.109; costs incurred remain subject to the same standards of allowability regardless of whether they were used as a basis for projecting order pricing.

H51 AUTHORIZATION FOR USE OF SUBCONTRACTED LABOR

(a) Authorization to use subcontracted labor consists of two separate and distinct procedures; consent and approval. Subcontracts must meet both the consent and approval requirements of this clause to be considered allowable.

(b) Consent. Consent to subcontract shall be obtained from the Administrative Contracting Officer (ACO) in accordance with the applicable Subcontracts clause incorporated herein.

(c) Approval. The Procuring Contracting Officer's (PCO) approval is required for all subcontracts for direct services, i.e., any labor performed by other than bona-fide employees of the contractor, such as "consultants". The existence of an approved purchasing system does not affect the requirement for PCO approval.

(1) Direct services subcontracts subject to consent requirements. The contractor shall obtain approval by forwarding a request for consent to subcontract to the ACO, via the PCO. The request shall include two copies of the proposed subcontract and a cover letter. The PCO shall review the request for adherence to the contractor's proposal submitted in response to the solicitation that resulted in the basic contract, comment on the source selection and pricing aspects as appropriate, and forward the request to the ACO for final action. The PCO will provide the contractor a copy of the forwarding letter.

(2) Direct services subcontracts not subject to consent requirements. The contractor shall obtain approval by forwarding one copy of all direct services subcontracts not subject to consent requirements to the PCO.

(3) PCO approval is granted to subcontract with the firms listed below. Subcontract direct services shall be provided only by the following companies and to a maximum of the hours shown for each:

* <u>Subcontractors</u>	<u>Manhours</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

* Offerors shall fill in data conforming to their technical and cost proposals.

(4) The contractor shall obtain PCO approval in writing for all additional firms prior to their performance of any direct services under the contract. The contractor shall fully justify why the additional firms are necessary for performance, as well as other matters pertaining to selection and pricing.

H81 TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR subpart 31.2 or 31.3 as applicable.

HX110 AWARD-TERM

(1) Definitions:

(a) Award Term. An extension of the contract ordering and performance periods beyond the base periods of performance for superior performance or a reduction of the contract period of performance because of poor performance.

(2) Performance Period: The basic ordering period and performance period are defined by FAR 52.216-18 ORDERING and 52.216-22 INDEFINITE QUANTITY. The Government may annually and unilaterally modify the contract to extend or reduce these periods. Award Terms shall be for either six or twelve months and remain part of Line Item 0001. The maximum cumulative Award Term shall be 60 months.

The Level of Effort defined in section B, shall increase or decrease in direct ratio to the change in term.

The Government will not issue an Award Term until after completion of the second year of performance. Evaluation shall end once all possible extensions have been awarded, or if the remaining performance period is one year or less.

(3) Monitoring of Performance: The Government will monitor the contractor's performance as defined in the Award Term Plan, Attachment # 13. The principal monitor is the Contracting Officer's Representative (COR) for this contract. He/she may obtain performance input from individual task order originators or any other Government personnel whose function benefits from the services provided. The Contracting Officer will also provide input related to contract management.

(4) Evaluation: The Government will evaluate the contractor's performance using the Award Term Plan, Attachment # 13.

Within one week of the end of a performance period, the contractor may provide a self-evaluation for that period. The Performance Evaluation Board will consider the self-evaluation during its deliberations. The Government may waive the one-week period.

The government may unilaterally change the Award Term Plan, effective for a given evaluation period, prior to the beginning of that period. Modifications to the Award Term Plan for a current evaluation period may be made by bilateral agreement between the government and the contractor. The Government may unilaterally reassign its personnel at any time.

(5) Disputes. The parties agree that all matters concerning monitoring, evaluation, and award of additional term(s) are the unilateral right of the Government and are not subject to FAR 52.233-1 DISPUTES.

SECTION I CONTRACT CLAUSES

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	(DEC 1991)
52.202-1	DEFINITIONS	(DEC 2001)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 1997)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(MAR 1999)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(MAR 2000)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	(NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	(OCT 1997)
52.216-7	ALLOWABLE COST AND PAYMENT	(FEB 2002)
52.216-8	FIXED FEE	(MAR 1997)
52.216-18	ORDERING	(OCT 1995)
	para.(a) fill-ins: from <u>effective date</u> through <u>59 months thereafter</u> .	
52.216-19	ORDER LIMITATIONS	(OCT 1995)
	para.(a) fill-in: less than <u>\$10,000</u> ,	
	para.(b)(1) fill-in: in excess of <u>\$500,000</u> ;	
	para.(b)(2) fill-in: in excess of <u>\$500,000</u> ;	
	para.(b)(3) fill-in: within <u>30</u> days...	
	para.(d) fill-in: within <u>30</u> days...	
52.216-22	INDEFINITE QUANTITY	(OCT 1995)
	para.(d) fill-in: after <u>60 months after the effective date</u> .	
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	(JUL 1996)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(OCT 2000)
52.219-14	LIMITATIONS ON SUBCONTRACTING	(DEC 1996)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	(JUL 1990)
	para.(a) fill-in: <u>\$0.00</u>	
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)

52.222-26	EQUAL OPPORTUNITY	(FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	(AUG 2000)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(JUN 1992)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES--DOD CONTRACTS	(SEP 2001)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	(JUN 1995)
52.232-17	INTEREST	(JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS - ALT I (APR 1984)	(JAN 1986)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	(MAY 1999)
52.233-3	PROTEST AFTER AWARD - ALT I (JUN 1985)	(AUG 1996)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	(APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	(MAY 2001)
52.242-4	CERTIFICATION OF INDIRECT COSTS	(JAN 1997)
52.242-13	BANKRUPTCY	(JUL 1995)
252.242-7000	POSTAWARD CONFERENCE	(DEC 1991)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(MAR 1998)
52.244-2	SUBCONTRACTS – ALT I (AUG 1998)	(AUG 1998)
52.244-5	COMPETITION IN SUBCONTRACTING	(DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(DEC 2001)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(MAR 2000)
52.245-1	PROPERTY RECORDS	(APR 1984)
52.245-5	GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME AND MATERIAL, OR LABOR-HOUR CONTRACTS) (DEV)	(JAN 1986)
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	(APR 1984)
252.245-7001	REPORTS OF GOVERNMENT PROPERTY	(MAY 1994)
52.246-23	LIMITATION OF LIABILITY	(FEB 1997)
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS para.(a) fill-in: Naval Undersea Warfare Center, Division Newport para.(b) fill-in: Naval Undersea Warfare Center, Division Newport para (b) fill-in: contacting the office identified in block 12 of the SF 1447.	(APR 1984)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
52.249-6	TERMINATION (COST REIMBURSEMENT)	(SEP 1996)
52.249-14	EXCUSABLE DELAYS	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

I45-9 USE AND CHARGES (FAR 52.245-9) (APR 1984) (DEVIATION)

(a) Definitions. As used in this clause - -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (c) of this clause.

(2) The Contractor shall not use government property for commercial purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a noninterference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for 1 year following the date the appraisal was performed. The Contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative Contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. The Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than 1 hour with portions of hours rounded to the next higher hour - -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per month}) (\text{Acquisition Cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

I52-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION J LIST OF ATTACHMENTS

J11 LIST OF ATTACHMENTS – IDIQ (FEB 2002)

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>PAGES</u>
1	Statement of Work	11
2	Personnel Qualifications Sheet	11
3	DD Form 254, Contract Security Specification	3
4	Contract Administration Master Plan (CAMP)	2
5	Certificate of Performance	2
6	Government Property Made Available	2
7	(This attachment number is intentionally not used.)	-
8	Personnel Data Form	1
9	(This attachment number is intentionally not used.)	-
10	Cost Summary Sheet	1
11	Subcontracting Plan (To be attached at award)	-
12	Comments in the Interest of Competition	1
13	Award Term Plan	3

**SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF OFFERORS OR RESPONDENTS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(APR 1991)

K16 PRE-AWARD SYSTEMS APPROVAL DATA

(a) Offerors shall provide data (dates and approving activity etc.) as follows: Explain any disapproval, or approval pending, etc. in the cost proposal.

(1) Accounting System (All contracts other than Firm Fixed Price)

Submitted _____ Approved _____ By _____

Limitations _____

(2) Cost Accounting Standards Disclosure Statement (Large Businesses Only)

Submitted _____ Approved _____ By _____

Latest Revision of CASB

Submitted _____ Approved _____ By _____

Potential Non-Compliances (As notified by ACO)

(3) Purchasing System (See FAR 44.302)

Submitted _____ Approved _____ By _____

(4) Forward Pricing Rate Agreement (If Applicable)

Submitted _____ Approved _____ By _____

(5) Facilities Clearance (Security) (If Required by DD Form 254)

Submitted _____ Approved _____ By _____

(b) Offerors are requested to identify below the cognizant Activities (offices) and provide names and telephone numbers for points of contact at the Defense Contract Audit Agency and the Administrative Contracting Officer (if known).

ACO _____

DCAA _____

(c) Provide the above data for each subcontractor over \$100,000.

K04-3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment

reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name: _____

TIN: _____

**K04-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5)
(MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, *Small Business Program Representations*, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

K09-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
- (A) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.
- (ii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K09-001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (MAR 1998)

- (a) Definitions. As used in this provision--
- (1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm such as director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

K19-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(2) The small business size standard is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

“Service-disabled veteran-owned small business concern” -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K22-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that-

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not, filed all required compliance reports, and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K22-25 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that -

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K22-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

K47-022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFARS 252.247-7022) (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS)	(JUN 1999)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE check one: <u> X </u> DX or <u> </u> DO rated order	(SEP 1990)
52.214-35	SUBMISSION OF OFFERS IN U. S. CURRENCY	(APR 1991)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(OCT 1997)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	(FEB 1993)

L4 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

L5 CLAUSES AND PROVISIONS WHICH REQUIRE OFFEROR COMPLETION (MAR 2000)

The following sections may contain the indicated form, clauses, provisions, and attachments which, if included in a solicitation, require offeror completion. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms. SF1447 (Solicitation/Contract). Blocks 11, 13, 15, 21, 22, 27 and the back of the form.

Section B - Supplies/Services and Prices. All Supplies/Services and Prices (only) clauses

Section F - Deliveries or Performance. Place-of-Delivery clauses F10 through F17 (only) and F40

Section G - Contract Administration Data. Clauses G12, G14, and G15

Section H - Special Contract Requirements. Clause H51

Section I - Contract Clauses. Clauses I09-1, I16-2, I16-3, I16-001, I22-48, I23-3, and I23-001

Section K - Representations, Certifications, and Other Statements of Offeror.

All required certifications and representations

Section L - Instructions, Conditions, and Notices to Offerors

Clauses L10, L43, and L14-21A

Section M - Evaluation Factors for Award. Clauses M47-51, M47-51A, M47-51B, and M47-51C

Section J - Attachments. No. 2, 5, 8, 10, and 12

L9 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS

(a) Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.

(1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, GPO, Washington, DC 20402. This is the best source of all Federal, non-DoD publications and documents.

(2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity as specifications (See Section L, FAR 52.211-2). This is the best source of DoD publications and documents.

- (3) Forms may also be available through the offeror's cognizant Administrative Contracting Officer.
- (4) In addition to Government sources, items may be available from public libraries and commercial sources.
- (b) All NUWC Division, Newport specific forms are attached; see Section J.

L30 PROPOSAL SUBMISSION - GENERAL REQUIREMENTS (DEC 2001)

(a) Offerors must respond to all requirements of the solicitation document. Submit proposals to the address indicated in block 7 of the SF1447.

(b) Proposal Format. This section specifies the format that offerors shall use in submitting proposals in response to this Request For Proposal (RFP). The intent is to provide a certain degree of uniformity in the format of the proposals to ensure a complete, fair and efficient evaluation.

(1) Partition. Offerors are required to submit their proposals in separate parts as follows:

(i) Letter of Transmittal, if any, and the signed solicitation document with all the required fill-ins completed. Do not alter, disassemble, or punch holes in the solicitation document except to remove attached forms that must be completed and included in the proposal.

(ii) Volume I - Technical Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Technical Proposal". Exclude any reference to the pricing aspects of the offer.

(iii) Volume II - Cost/Price Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Cost Proposal".

(iv) Page Limits and Copies.

<u>Volume</u>	<u>Maximum Number of Pages</u>	<u>Copies Required</u>
Volume I - Technical	80 (Not including Personnel Qualification Sheets, Personnel Data Forms or Past Performance Data, if any.)	Original plus 6 copies
Volume II - Cost	No Limit	Original plus 2 copies

Important Note: Offerors shall not include CLASSIFIED material in the volumes.

(2) General Format and Markings.

(i) The text of the proposal shall be printed single sided on 8 1/2 by 11 inch paper. Pages shall be consecutively numbered. Type size shall be 10 point "Times" font or equivalent, uncompressed and unreduced. Text shall be single-spaced with margins of at least one inch on all sides. Foldout pages up to 11 x 17 inches may be used for diagrams, charts or graphic material with type size(s) left to the discretion of the offeror.

(ii) Provide a Table of Contents in sufficient detail so that the important proposal elements can be easily located. The use of tabs and dividers is encouraged. The proposal Title Page will include all information required in (iii) below plus identification of copies bearing original authorizing signatures.

(iii) The Cost and Technical volumes shall be in standard three-ring loose-leaf binders that can be easily opened and closed. Binders shall be marked as follows:

- Proposal Title
- Proposal Category (Technical or Cost)
- Volume number
- Security classification (Unclassified only)
- RFP number
- Name and address of the offeror
- Serial number/copy number

(iv) Subcontractor data submitted directly to the Government in support of the prime offeror's cost proposal shall follow the format described above. Subcontractor submittals shall prominently identify the prime offeror.

(c) Style.

- (1) Submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the RFP. General or vague statements such as "standard procedures will be used" or "good engineering practices" will not satisfy this requirement.
- (2) Do not elaborate unnecessarily or provide other presentations beyond that sufficient to present a complete and effective proposal. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. Either of these may be construed as an indication of a lack of understanding or cost consciousness.
- (3) Do not repeat information required in the responses in two or more proposal data requirements. Include detailed information in the area of the proposal where it contributes most critically. In other areas where a repeat discussion is necessary, provide a reference to the detailed discussion location.
- (4) Provide all pertinent information in sufficient detail to permit evaluation of the proposal. Provide cross-references so that the Government can trace the various related discussions.

L31 TECHNICAL PROPOSAL

(a) Purpose and Organization. The technical proposal serves to provide information to the customer so that it can select the best value solution from among those offers meeting the stated minimum qualifications. Accordingly, offerors should provide the requested information and whatever other factual information helps the customer to identify qualities, efficiencies, or other superior attributes.

Your proposal must be internally coherent. Where necessary for clarity, cross references are preferred to repetition of data. Divide the proposal into the following sections, in the order listed.

- Past Performance
- Technical Approach
- Personnel
- Management Approach

(c) Past Performance. In a separate attachment, provide information relative to past performance.

(1) Provide a list of all (maximum of 10) contracts and subcontracts with a value exceeding \$100,000 that are currently in process or have been completed during the past two years. If the maximum is exceeded, list the 10 most current actions. Contracts listed shall include those entered into with Federal, state or local governments as well as commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:

- Contract Title
 - Date of Award
 - Name of contracting activity or commercial firm
 - Contract number
 - Contract type
 - Total contract value
 - Brief narrative (less than 20 lines) describing your involvement in the effort, complexity, objectives achieved, and types of personnel who performed under the contract. List ships or military systems involved, if any. List major subcontractors.
 - Procuring Contracting Officer* and telephone
 - Administrative Contracting Officer*, if different, and telephone
 - Government Program Manager* or COR, and telephone
- *Or non-Government official with similar duties or rank

(2) Describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599. Identify what segment of the company (one division or the entire company) received the award or certification and when it was received. If the award or certification is over three years old, present evidence that the qualifications still apply.

(3) Provide similar past performance data for major subcontractors (those performing more than 25% of the effort).

(c) Technical Approach.

(1) Approach Narrative:

(i) Demonstrate an *overall technical capability* of performing the Statement of Work. This includes demonstrating a *thorough understanding* of the technical requirements of the work and a *coherent plan* for performance.

(ii) Describe how you intend to perform each of the tasks set forth in the Statement of Work. Discuss each numbered sub-paragraph of Section 4 therein, in turn.

(iii) Identify aspects of work which pose higher than normal risk (technical problem areas) and tell how you intend to mitigate risks and resolve technical problems.

(iv) Wherever it would clarify your approach, reference *specifically* other portions of your technical proposal and explain how the information in the other portions relates to technical performance. This is especially important regarding correlation of specific personnel skills to work requirements. You must demonstrate technical capability for performing *all aspects* of the Statement of Work.

(d) Personnel. In this section provide data concerning the qualifications of the personnel proposed. Show that your team jointly possesses education and skills well suited to perform the Statement of Work.

(1) Minimum Requirements.

(i) Provide at least the minimum number of personnel specified below. The sum of hours must equal the hours shown in Section B for each category.

KEY PERSONNEL

<u>Labor category</u>	<u>Level</u>	<u>Number</u>
Analyst	III	6
Engineer Electrical/Electronics	IV	1
Logistician	II	2
Manager, Program/Project	I	2
Specialist, Configuration Management	III	2

NON-KEY PERSONNEL

<u>Labor category</u>	<u>Level</u>	<u>Number</u>
Word Processor	I	2
Analyst	I	2
Analyst	II	8
Logistician	I	2
Specialist, Configuration Management	I	2
Specialist, Configuration Management	II	4

(ii) Identify all personnel proposed. ALL personnel proposed must meet the educational and experience qualifications specified on the Personnel Qualifications Sheet for the labor category in which they are proposed. Qualifications based on presumptions of future education or experience will be rated Unacceptable.

(iii) Provide a certification signed by a responsible officer of the corporation that all Non-Key personnel meet the requirements shown on the Personnel Qualifications Sheets. Non-Key personnel qualifications need not be documented in the proposal, but data may be required during negotiations or performance if Non-Key personnel qualifications are questioned.

(iv) Identify all proposed personnel who are not currently employees of the offeror or proposed subcontractor, or who are proposed to permanently relocate. Provide a statement **signed by that person** indicating willingness to be hired or relocated if the contract is awarded to the offeror, and specifying compensation.

(v) All personnel must have appropriate security clearances (as specified on DD Form 254, if attached).

(2) Personnel Qualifications Sheet (PQS). Remove the PQSs (Attachment #2) from the solicitation and complete each form. List all personnel (whether Key or Non-Key) proposed for assignment. Identify the number of hours each will work and the corporate entity they represent. Include the completed PQSs in this section of the proposal. The hours proposed for each personnel should reflect your intended use of that person, consistent with the technical and management approach sections. Our evaluation will consider that personnel proposed for nominal hours do not contribute substantially to the value provided.

(3) Personnel Data Form (PDF). Remove the PDF (Attachment #8) from the solicitation and supply the required information as explained below for each individual proposed as Key Personnel. Place the PDFs behind the appropriate PQS in the proposal. Individual PDFs shall be limited to three single sided 8.5 x 11 inch pages and are subject to the minimum type size specified in L30.

(i) Under "General Information", provide the requested information.

(ii) Under "Education", provide a brief description of how the proposed individual meets the educational requirements or alternative requirements of the proposed labor category.

(iii) Under "Experience", provide a summary of how the proposed individual meets the experience requirements of the proposed labor category. For labor categories requiring "hands-on" experience include specific information in regard to the systems and/or billets for which the experience is claimed

(iv) Under "Career History", use a resume style format to provide a chronological listing of career history with most recent experience first. Provide a brief narrative description for each career phase or experience and include beginning and ending dates (month and year) for each phase.

(v) Under "Relevant training", list any relevant training, include dates (month and year)

(e) Management Approach. In this section demonstrate an efficient and effective means of using resources such as personnel, subcontractors, facilities and equipment to perform the contract.

(1) Summarize your understanding of the management objectives for the overall contract;

(2) Describe your corporate structure and the functional relationships and responsibilities among the organizational elements that will participate in accomplishing the defined tasks. Demonstrate effective external and internal means of communication and show that your Senior Technical Representative (STR) has sufficient technical and managerial competency and authority to ensure satisfactory performance.

(3) Provide a subcontract management plan showing how all subcontractors (including consultants) will contribute to performance and how you will manage their efforts and ensure quality. Provide copies of each proposed subcontract or teaming agreement, signed by the subcontractor and showing an enforceable, priced agreement incorporating all necessary features of the prime contract.

(4) Demonstrate that readily available facilities, equipment and other resources are sufficient to efficiently and effectively perform the contract. Show how any facilities and personnel outside commuting distance from SubBase Kings Bay and SubBase Bangor meet this standard.

L33 ALTERNATE LABOR CATEGORIES

(a) If an offeror's cost accounting system provides for direct charging of functions which would not be performed by the Labor Categories established in Section B (e.g., contract administration), the offeror may propose Additional (Non-Key) Labor Categories (ALC). The hours proposed for any ALC shall be in addition to the hours set forth by the Government and shall be sufficient to perform the contract. The proposed ALC hours should be supported by data regarding the present ratio of ALC labor to other direct labor hours. For Time and Material proposals, offerors shall propose minimum personnel qualifications for the Labor Category.

(b) If an offeror's cost accounting system provides for indirect charging of functions which would be performed by Non-Key Labor Categories listed in Section B (e.g. typing), the offeror may propose deletion of the Labor Categories and their associated hours. Key Labor Categories cannot be deleted.

(c) Offers proposing alteration of the established schedule shall annotate Section B with "Refer to attached Alternative Labor Schedule." and provide such schedule with their proposals. The attached schedule shall be a binding offer.

(d) The latitude expressed herein is for the sole purpose of equitably adapting to various means of cost accounting of functions and does not extend to other alterations in Labor Schedule such as skill mixes, qualifications, Line Item structure, term, or divisions regarding overtime, on/off-site rates, subcontracts or other matters.

(e) All proposed alterations in the Labor Schedule must be consistent with the offeror's Cost Accounting System (and Disclosure Statement if applicable). All proposed alterations are subject to negotiations, and may be rejected by the Government. For purposes of Cost Realism Analysis, the Government may increase the proposed hours at its sole discretion to an amount deemed reasonable to support performance. Proposal of an Alternate Labor Schedule compliant with the above shall not be used as the sole basis for rejection of any offer.

L40 COST PROPOSAL (JAN 2001)

(a) Content of Cost Proposal (Volume II). Offerors shall submit with their cost proposal a completed Cost Summary Sheet, Attachment #10. The offeror should trace cost data from the supporting data and calculations to the Cost Summary Sheet. The offeror shall supply the most currently available rates for direct labor, overhead, general and administrative expense, and any other factors used in developing the proposal. The offeror shall submit any information reasonably required to explain the estimating process, including:

- (1) The judgmental factors applied and the mathematical or other methods used in the estimate;
- (2) Any contingencies used by the offeror in the cost proposal; and
- (3) A copy and/or pertinent excerpts of the offeror's personnel policies pertaining to compensation plan(s) for professional employees including performance appraisal and salary administration procedures, salary grades and ranges, summary of basic benefit programs and relocation policies (See 52.222-46, Evaluation of Compensation for Professional Employees).

Note: In determining a cost realism position for each offeror the Government will use any and all available information.

(b) Labor Costs. Provide full justification for all proposed direct labor rates (unburdened). Provide the current actual hourly wage rate for each key person proposed. Identify the date as of which the actual wage rate is current. If proposed direct labor rates vary from actual wages of key personnel, explain the basis for those rates. Trace proposed direct labor rates to proposed individual personnel.

(1) Traceability is required for the Government to determine the cost realism of the offeror's direct labor costs. Normally the Government determines realistic direct labor costs using actual individual wages for key personnel (unless the offeror invoices category averages) and category average rates for non-key personnel.

(2) Offerors must support any proposed escalation factor with convincing rationale: factual data (including actual direct labor rates for at least three years) and complete supporting data and rationale for out-year escalation projections. In the absence of convincing rationale, the Government will use the current Data Resources Inc. (DRI) recommendation for Professional and Technical Workers in evaluating the offer.

(c) Indirect Costs.

(1) Offerors shall provide data on all indirect rates proposed including beginning and end date of the period covered by the rate and composite rate calculations, if any. Identify clearly the bases to which the rates are applied.

(2) Section B provides a breakout of man-hours by labor category anticipated to be spent at two Government Sites. Section H identifies office space (if any) at NUWCDIVNPT intended for use by contractor personnel on a long term basis. Offerors which have developed "Off-Site" (Government Site) rates applicable to such circumstances, may apply these rates to the labor costs of appropriate personnel. Other labor costs should be burdened with "On-Site" (Contractor Site) rates.

(d) Material.

(1) Offerors will use the following estimates (plus applicable indirect costs) for material and travel costs. These are total cost estimates for the entire contract. For further definition of costs, see the Statement of Work and the clause in Section H entitled "Travel Costs and Responsibilities". Offerors are required to distribute these sums among subcontractors consistent with their technical proposal. Whenever a subcontractor proposes material costs, the subcontractor must fully burden such costs and these costs must be added to the material estimate. Subcontractor proposals shall include a complete listing of all costs other than labor which are charged direct by their company exclusive of travel costs and purchased material which is incorporated into a deliverable item.

(2) Offerors shall include a Material estimate of \$100,000, that includes only those items of purchased material which are incorporated into a deliverable product. Offerors shall provide with their cost proposal a complete listing of all items charged direct other than labor. Each offeror shall provide an estimate of the costs applicable to this procurement for each of the items charged direct and a rationale for each. Any category of direct charge which is listed but for which no costs are estimated must include a scenario under which those costs might be incurred under the proposed contract as well as the rationale for not estimating a cost.

(3) Offerors shall include a Travel estimate of \$300,000, that includes travel and subsistence for work at alternative work sites as designated in individual orders under the contract and for allowable local travel per the JTR.

(4) The Government's Cost Realism evaluation of these costs may alter the additional costs on the basis of more accurate rate data or a Government Analysis and Estimate of the appropriate added costs. Any such alteration in the evaluated contract pricing will not, however, be reflected in the contract award.

(5) Any offeror having an accounting system which includes, within overhead or G & A, the cost elements of material and travel/subsistence shall specifically state this fact in the cost proposal. This will preclude these costs from being unduly considered in the Government's cost evaluation.

(6) Subcontracts regardless of dollar value shall be adequately documented to facilitate a determination of cost reasonableness using a Cost Summary Sheet. All requirements for the prime contract cost proposal shall be met by the subcontractor as well. Note that compensation for labor paid to any individual who is not a bona fide employee of the offeror is a subcontract.

L46 ELECTRONIC SUBMISSION OF COST DATA (MAR 2000)

(a) In addition to the requirements for hard copy proposals, offerors are encouraged to provide a summary of their cost proposal on electronic media using the NUWC Division, Newport Cost Analysis Spreadsheet. This will allow more rapid and accurate cost evaluations, diminishing the time between closing and award.

(b) The NUWC Division, Newport Cost Analysis Spreadsheet is available in Microsoft EXCEL 97, for MS-DOS based computers. The spreadsheet is available for download on the Internet at <http://www.npt.nuwc.navy.mil/contract/contract/contacts/analyst.htm>. In addition, copies will be furnished upon request. Requests should be addressed to Commercial Acquisition Department, Building 11; Naval Undersea Warfare Center Division, Newport; Code 591 (P. Simone), Simonpietri Drive; Newport, RI 02841-1708. Requests may be FAXed to (401) 832-4820.

(c) Electronic submission, if prepared, should be included with the offeror's proposal. Cost data may be submitted on other similar programs, but all files must be readable by Microsoft EXCEL 97 without loss of accuracy. Mark diskettes with contractor name and RFP number. Diskettes should be free of viruses and data unrelated to the proposal. Diskettes will not be returned. Subcontractor submittals are encouraged, and may be sent directly to NUWC Division, Newport. Offerors whose cost accounting system does not easily reconcile with the NUWC Division, Newport Cost Analysis Spreadsheet may submit a variant which represents their system.

(d) The Government will limit data access with strict adherence to FAR Part 15.2.

(e) The Government will compare the data on disk with the data in the proposal; differences will be noted in negotiations. Data submitted by the offeror on paper shall take precedence over data on diskette.

**L11-900 NOTICE TO OFFERORS -- USE OF OZONE DEPLETING SUBSTANCES
(NAPS 5252.211-9000) (AUG 1993)**

(a) In accordance with section 326 of Pub L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified

Specification/Standard

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

**L15-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FAR 52.215-1)
(MAY 2001)**

(a) *Definitions.* As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing”, “writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages
- (i) addressed to the office specified in the solicitation, and
 - (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
- (2) The first page of the proposal must show--
- (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) *Submission, modification, revision, and withdrawal of proposals.*
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) *Contract award.*
- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - (2) The Government may reject any or all proposals if such action is in the Government's interest.
 - (3) The Government may waive informalities and minor irregularities in proposals received.
 - (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
 - (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
 - (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
 - (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
 - (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
- (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L16-1 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee – Award Term contract resulting from this solicitation.

L33-2 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from See Clause G10.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L52-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION M EVALUATION FACTORS FOR AWARD

M10 SINGLE AWARD

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government intends to make a single award. The Government reserves the right to make a single award to the offeror whose offer is considered to be in the best interest of the Government, price and other factors considered.

M32 EVALUATION FOR AWARD - BEST VALUE (JUL 2001)

(a) Award will be made to the responsible offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing the difference in value of technical (non-cost) features of proposals with the difference in the cost to the Government. Offers will be evaluated on two evaluation factors, **TECHNICAL CAPABILITY** and **COST**.

(1) Technical Capability Subfactors

- (i) Technical Approach
- (ii) Personnel
- (iii) Past Performance
- (iv) Management Approach

(2) The Technical Capability subfactors above are all equally important.

(b) Technical Capability is significantly more important than Cost. Although Cost is the less important evaluation factor, it is important and will be seriously considered. The degree of its importance will increase with the degree of equality of the proposals in relation to Technical Capability, or when it is so significantly high as to diminish the value of the technical superiority to the Government.

(c) Technical Capability. The Government will evaluate proposals to assess each offeror's ability to accomplish the technical requirements described herein. Offers will be rated in each subfactor.

(1) Personnel. The Government will evaluate the proposed personnel team to determine how well the team is suited to perform the Statement of Work. In addition, the Government will consider potential quality or service shortfalls as a result of:

- (i) Unrealistically low labor rates or other costs
- (ii) Unbalanced distribution of uncompensated overtime among skill levels and its use in key technical positions.

(2) Past Performance. Past performance will be evaluated as an indicator of the offeror's expected future performance. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance are representative of the types of data that may be considered. The Government may contact points of contact listed in the offeror's proposal for the purpose of obtaining additional past performance information. The number of contacts, if any, will be determined by the Government at its discretion. Selection of contacts may be random.

(i) The Government may consider information concerning the offeror's past performance that is not contained in the proposal. This may include information furnished by points of contact not named in the proposal or information from other sources such as commercial rating services.

(ii) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(d) Cost. The Government will evaluate proposed costs by performing a cost realism analysis as described in FAR 15.404-1(d). Material costs will be evaluated using the amounts shown in paragraph (d) of the provision in Section L entitled, Cost Proposal, plus applicable indirect costs.

Statement Of Work TRIDENT Combat System On-Site Support

1. BACKGROUND - The Naval Undersea Warfare Center Division Newport Detachment, Bangor, Washington and On-site Office Kings Bay, Georgia, provide system level maintenance support and system level configuration status accounting for submarine Command and Control System (CCS) hardware and computer programs. This hardware and software is installed aboard OHIO Class Submarines, Navy Intermediate Maintenance Facility, Pacific WA (NIMFPAC), TRIDENT Refit Facility GA (TRIREFAC) and the TRIDENT Training Facilities (TRITAFACs). The detachment and on-site-office also perform other tasks and functions in support of life cycle maintenance. There are currently 18 Trident submarines in the fleet, ten in Kings Bay GA and eight in Bangor WA. There are currently three major versions of the Command and Control System in the fleet, Rev. 5, Rev. 6 and Rev. 7, each with multiple variations.

NUWC detachment WA and on-site office GA provide the following technical support functions:

- (1) System Level maintenance for Command and Control System (CCS) hardware and software.
- (2) Single point of contact and coordination for all Command and Control System matters and Command and Control System support teams at Submarine Base Bangor and Submarine Base Kings Bay for:
 - Submarine Base Bangor,
 - Navy Intermediate Maintenance Facility, Pacific, Bangor,
 - Trident Training Facility Bangor,
 - Submarine Base Kings Bay
 - Trident Refit Facility Kings Bay,
 - Trident Training Facility Kings Bay,
 - Local submarine squadrons (SSN and SSBN)
 - SP205,
 - Naval Sea Systems Command
 - Command and Control System Participating Managers (PARMs),
 - Logistic Element Managers (LEMs), and
 - Submarine force Atlantic and Pacific fleets.
- (3) Liaison to the submarine commanders and operational staffs with regard to Command and Control System matters.
- (4) Management of tactical and non-tactical systems problem reports.
- (5) Support of the submarine security program with data reduction and analysis for system and subsystem level life cycle data as well as trend and operations analyses for system level effectiveness.
- (6) Planning, coordinating, logistic support, configuration control, and verification of logistic and technical changes installed in support of the modernization program.

Statement Of Work
TRIDENT Combat System On-Site Support

2. SCOPE - The contractor shall provide engineering and technical services to NUWC Division Newport detachment and on-site office. These services include: engineering, analysis, technical training and logistic support for the installation, test, operation, maintenance, configuration control of system modifications, revisions and upgrades of Command and Control Systems (CCS), components and related systems installed aboard submarines and shore sites (e.g., trainers). The efforts delineated are mainly concerned with Ohio Class submarines but may also include SSNs and SSGNs. The Command and Control System and its component and related systems include but are not limited to:

- Defensive Weapons Subsystem,
- Monitoring Subsystem,
- Sonar Subsystem,
- Towed Array and Towed Array Handling Systems,
- Exterior Communications Subsystem,
- Ship Control Subsystem,
- Simulation and Stimulation systems,
- Data Processing Subsystem,
- Tactical Support Systems,
- Any component of the above systems,
- Components of other systems that interface with the Command and Control System

The contractor shall perform all services within government owned facilities at various shipboard and non-shipboard support sites including; Bangor, WA; Kings Bay, GA; Puget Sound Naval Shipyard, WA, Cape Canaveral FL, and other sites required by task orders.

3.0 APPLICABLE DOCUMENTS/GOVERNMENT FURNISHED INFORMATION (GFI)

3.1	OPNAVINST 5510 (Series)	Classified Information Manual
3.2	OPNAVINST 5513 (Series)	Security Classification Guide
3.3	DOD 5220.22M	Industrial Security Manual
3.4	NAVSEA T9410-AB-PRO-020	TCPRS Volume 2
3.5	OPNAVINST 4790 (Series)	Maintenance and Material Management (3M) Manual
3.6	CPR QUICK REFERENCE GUIDE	
3.7	NAVSEA T9410-BU-PRO-010/	TCMOD SOP Mod SOP Rev. A
3.8	NAVSEA S9SSB-X9-INS-010	CCS Data Collection, Packaging, and Off -Loading
3.9	NUWCINST 9415.1J	SSBN 726 Class Submarine CCS DDM (Data distribution Manual)
3.10	COMSUBLANT/COMSUBPAC INST.3480-3	Patrol Data

Statement Of Work
TRIDENT Combat System On-Site Support

4. REQUIREMENTS

4.1 Engineering, Test and Evaluation

4.1.1 Technical review: The contractor shall review engineering and technical documentation for accuracy with respect to site-unique features that might affect installations of Command and Control System equipment. The contractor shall identify all such issues.

Standard: Modifications are installed without changes forced by undetected site features.

Maximum Allowable Degree of Deviation: The contractor shall ensure that all site unique features that would cause an eight or more hour delay in an installation are identified during the planning stages prior to the installation. The contractor shall identify, during the planning stage, those features that would affect the installation to a lesser degree such that summing the delays caused by site unique features and dividing by the scheduled installation time will be less than five percent.

Timeliness: Facility unique features that would affect an installation will be identified within two weeks of receipt of installation documentation.

Method of Surveillance: The government shall review red-lined documentation, meeting minutes and final installation reports.

Weight: 10

4.1.2 CCS Information And Analysis Report: The contractor shall review SSBN patrol logs and provide a Command and Control System Information and Analysis Report. This report shall provide a comprehensive review of Command and Control System (CCS) equipment performance during the prior refit and patrol cycle. Subsystem logs and problem reports are reviewed to identify new and recurring problems of interest and to track, and report developing fault and failure trends. A complete listing of problem reports generated during the past refit and patrol will be provided. Also included are technical insights, maintenance suggestions, and recommendations that support problem resolution and improved CCS performance. This report provides the oncoming crew a view of what has happened to their ship since they last sailed with her.

Standard: The reports shall be clear, concise and accurate. The number of useful technical insights, maintenance suggestions, recommendations, and undocumented problems will be used to indicate the quality of the work. However, numbers alone do not indicate quality. The comments must be useful to the crews.

Maximum Allowable Degree of Deviation:

No deviation, comments and recommendations provided by the contractor shall be correct.

Timeliness:

The report shall be issued within five working days of the acceptance of the patrol package by the detachment.

Method of Surveillance: Ship's schedules and report delivery dates will be compared. Reports will be reviewed by the government for clarity and accuracy. Crew interviews and problem reports will be reviewed to determine if technical insights, maintenance suggestions, and recommendations that support problem resolution and improved CCS performance were correct and or helpful.

Weight: 8

Statement Of Work
TRIDENT Combat System On-Site Support

4.1.3 Data Package Review: The contractor shall review patrol logs and construct a data package review report providing feedback to the crew on their log keeping. This report identifies log-keeping issues/problems. The contractor shall screen all elements of the data package and provide specific comments identifying log keeping issues/problems. These comments are meant to assist each work center in improving their techniques and manner of recording equipment performance and maintenance.

Standard: The reports shall be clear, concise and accurate. The number of useful comments and recommendations will be used to indicate the quality of the work. Numbers alone do not indicate quality. The comments must be useful to the crews.

Maximum Allowable Degree of Deviation: No deviation, comments and recommendations provided by the contractor shall be correct.

Timeliness Measure: The contractor shall provide the report within ten working days after the data package is accepted by the detachment.

Method of Surveillance: Ship's schedules and report delivery dates will be compared. Reports will be reviewed by the government for clarity and accuracy. Crew interviews and problem reports will be reviewed to determine if technical insights, maintenance suggestions, and recommendations that support problem resolution and improved CCS performance were correct and or helpful.

Weight: 6

4.1.4. Top Secret Review: The contractor shall review SSBN data packages to ensure that no Top Secret information is contained within the package. When Top Secret information is found the contractor shall work with the crew to remove the information, determine why the material was included and take action to ensure that top secret information will not be included in future packages.

Standard: Meet all government and agency specific requirements.

Maximum Allowable Degree of Deviation: No deviation. The contractor shall identify any and all instances of Top Secret material in the offload package at a 100% rate prior to dissemination of the data. No Top Secret material is to be distributed with the data package.

Timeliness Measure: The contractor shall complete the screening within five working days after the data package has been accepted by the detachment.

Method of Surveillance: The government will, at random, recheck packages and will also contact end users to find out if top secret material has been transferred.

Weight: 10

Statement Of Work TRIDENT Combat System On-Site Support

4.1.5 **CCS End of Refit Report:** The contractor shall provide a comprehensive status of the Command and Control System at the conclusion of the refit period, i.e., the state of the Command and Control System as the boat leaves to deploy. This report provides a “snapshot” of the status of the Command and Control System (CCS) upon completion of the refit period. The report shall include, but not be limited to, all open CCS problem reports, and an explanation of the ramifications of all CCS Modifications completed during the refit period. Also included is an end of refit CCS Configuration Baseline that lists the revision levels of each system/subsystem.

Standard: The report reflects the correct configuration and a clear explanation of the ramifications to the crew of each newly installed modification.

Maximum Allowable Degree of Deviation: No deviation, the explanations of the ramifications of each modification shall be correct.

Timeliness: The contractor shall provide this report prior to the ship’s getting underway unless the ship does not return from trials.

Method of Surveillance: The government will audit the reports for clarity and compare configuration data report to report to ensure accuracy.

Weight: 8

4.2 Submarine Security Program

4.2.1 **Data Reduction And Distribution:** The contractor shall visit each returning boat and facilitate the preparation of the ship’s data package. The contractor shall receive, process and distribute (per ref. 3.9) SSBN Patrol and Refit Data Packages collected per ref 3.8 and 3.10. Processing a data package includes: page counting all secret materials, checking the package for completeness, ensuring that each page/item is correctly marked, using government supplied software to separate magnetic data and copying like data for distribution, copying logs as required, entering data on all materials into a government supplied database, and distributing portions of the data package to end users. A typical data package for a Rev 5 boat (there are currently 14 Tridents at CCS Rev 5) consists of 40 to 50 (ten inch) magnetic tapes, five 2.5 inch diskettes, and 1000 pages. A typical data package for a Rev 6 boat (there are currently four Tridents at CCS Rev 6) consists of three to five digital data storage tapes, five 2.5 inch diskettes and 1000 pages.

Standard: The contractor shall provide appropriate portions of each data package to end users. All items available in the package and required by the end user will be provided and no item shall be provided which has not been specified.

Delivery dates are met or exceeded.

Distribution shall be made within five working days of the acceptance of the patrol package by the detachment.

Maximum Allowable Degree of Deviation: Correct distribution shall be accomplished with 99% accuracy. This shall be calculated by dividing the number of packages forwarded with errors divided by the number of packages sent over each six-month period.

Method of Surveillance: Package receipt and transmission dates will be compared. End users will be queried.

Timeliness Measure: The contractor shall complete processing patrol data packages within five working days of acceptance. The contractor shall process refit data packages within ten working days.

Weight: 7

Statement Of Work
TRIDENT Combat System On-Site Support

4.2.2. Accountability: The contractor shall maintain custody of all classified materials including data package materials retained in the software retention center and be accountable per refs. 3.1, 3.2, and 3.3. The contractor shall retain patrol and refit data in the software retention center for two patrol cycles after which he shall destroy it. Proper transfer and destruction documentation shall be maintained. Each coast currently holds approximately 1,000 secret items.

Standard: Meet all government and NUWC security requirements.

Maximum Allowable Degree of Deviation: No deviation, the contractor shall account for all secret material.

Method of Surveillance: The government will monitor the audit.

Timeliness Measure: An audit of all secret materials shall be completed each January.

Weight: 10

4.2.3 Software Media Backup: The contractor shall ensure that the Software Retention Center has backup copies of all current operational software and in sufficient quantities. Software versions and quantities are specified in the modification documentation. The contractor shall retain operational software one revision back from the current operational version. The contractor shall deliver required software in response to a proper problem report in accordance with the priority of the problem report as detailed in ref 3.4. Replacement copies may be requested by ships, Trident Training Facilities, Trident Refit Facility, and Navy Intermediate Maintenance Facility, Pacific.

Standard: All software requests are satisfied and delivery dates are met or exceeded.

Maximum Allowable Degree of Deviation: No deviation, software is delivered in accordance with the priority of the problem report.

Method of Surveillance: Open and close dates on problem reports will be compared.

Timeliness Measure: The contractor shall deliver the software in accordance with the priority of the problem report as detailed in ref 3.4 in all cases where the requester is available to receive the software.

Weight: 10

4.2.4. Data Package Training: The contractor shall maintain current data package training materials and provide training to crews regarding the process and procedures required to produce a data package. This training will include, but not be limited to a discussion of this crew's past problems/issues, security concerns, and the purpose of the data package. Training is by request only. Requests normally flow from negative Data Package Review reports.

Standard: All crew concerns and questions are successfully answered.

Maximum Allowable Degree of Deviation: No deviation.

Timeliness Measure: The contractor shall coordinate and provide training before the crew requesting training goes on patrol.

Method of Surveillance: Government will monitor the training.

Weight: 7

Statement Of Work
TRIDENT Combat System On-Site Support

4.3 Problem Reporting and Resolution

4.3.1 Screening: The contractor shall review all Command and Control System problem reports for classified data, enter the data into the detachment database and recommend referral to Newport based on Ref 3.6. If a report is unclear, the contractor shall obtain clarification from the report originator. Problem reports are generated in accordance with ref 3.4 and 3.5.

Standard: No Classified data is entered into the detachment database. Pertinent problems are referred to Newport.

Maximum Allowable Degree of Deviation: The maximum error rate is one pertinent problem not referred in a six month period. No deviation, classified data shall not be entered into the unclassified database.

Timeliness Measure: Problem reports shall be reviewed, entered and referred within one working day of receipt.

Method of Surveillance: The government will randomly review problem reports to ensure that: no classified data has been entered, proper referrals are being made and that report entries are timely.

Weight: 6

4.3.2 Problem Report Database: The contractor shall ensure the integrity of the problem reporting database by comparing applicable sources of information (e.g., intermediate maintenance facility automated work request database). The contractor shall prepare standard periodic reports from the appropriate problem reporting databases, and ad hoc reports as required to support troubleshooting and analysis efforts. The contractor shall meet with problem originators and ensure that resolution status is properly understood.

Standard: Ad hoc reports are complete i.e., all applicable records are retrieved delivery dates are met or exceeded.

Maximum Allowable Degree of Deviation: The maximum error rate is one incomplete report in a six month period. No deviation on delivery dates.

Method of Surveillance: Report dates, schedules for reports, and requests for reports will be compared. Ad hoc reports will be checked at random to ensure completeness.

Timeliness Measure: Standard periodic reports will be provided on time and ad hoc reports will be provided within one day.

Weight: 7

Statement Of Work
TRIDENT Combat System On-Site Support

4.4 Logistic Support

4.4.1 Material Management: The contractor shall maintain an accurate inventory, current within one working day, of all warehouse materials in his custody, using a commercially available electronic database handler, GFM. The contractor shall provide real-time, read-only access to the warehouse database to the government. The contractor shall identify all modification and spares related items in the warehouse using an appropriate automated system. Currently this is a bar coding system (GFM). The contractor shall limit checkout and access to materials per NAVSEA and OPNAV directives, and OPNAV 5510 series security instructions.

Standard: Information on all items in the warehouse and other storage areas are available to the government.

Maximum Allowable Degree of Deviation: No deviation.

Method of Surveillance: Random samples of records of materials just received will be compared to the database.

Timeliness Measure: The contractor shall maintain the inventory, current within one working day.

Weight: 6

4.4.2 Equipment Maintenance and Repair: Naval Intermediate maintenance facilities are charged with maintenance of all ships systems. In those cases where the intermediate maintenance facility cannot provide maintenance for any reason the contractor shall maintain Command and Control System equipment and components or other NUWC cog equipment at designated staging points and at local sites as required by NAVSEA. Examples of such systems/equipment include, but are not limited to, the Naval Interactive Cable Analyzer and Tester and its software, desk top computers, the tactical support system including its software, and towed array systems. The contractor shall trouble-shoot, repair, and install/remove (at any site or ship) NUWC-cognizant equipment and/or components. In those cases where the required maintenance is beyond his capabilities the contractor shall coordinate and support off-site NUWC or participating manager's maintenance and repair personnel.

Standard: Maintenance and repair is effected, equipment is back on line.

Maximum Allowable Degree of Deviation: No deviation for priority one problems. No deviation on pri two problems given that spares and time are adequate.

Timeliness Measure: The contractor shall effect a repair/installation/removal prior to deployment/start of class.

Method of Surveillance: Problem report database and appropriate meeting minutes will be reviewed.

Weight: 10

Statement Of Work
TRIDENT Combat System On-Site Support

4.4.3. Training: The contractor shall demonstrate, to ship's force as required, proper maintenance and operation procedures for specific equipment after installation for which the crew has not yet been trained. The contractor shall also provide training on the operation and maintenance of the tactical support system, and the operation of the Navy's cable tester.

Standard: Crew is qualified to operate and maintain the equipment.

Maximum Allowable Degree of Deviation: No deviation.

Timeliness Measure: Training is provided prior to deployment.

Method of Surveillance: Government will monitor training.

Weight: 10

4.5 Modification Support

4.5.1 Planning: The modification process is outlined in ref 3.7. The contractor shall analyze modification installation schedules and documentation for conflicts and impacts on other modifications and recommend corrective measures or alternative actions when problems are identified. The contractor shall provide draft schedules for modification installations.

Standard: Modification installations occur as planned.

Timeliness Measure: The squadrons control ship installations and have provided instructions as to when schedules must be finalized. The contractor shall abide by these directives. Currently schedules must be finalized 50 days prior to refit.

Maximum Allowable Degree of Deviation: There shall be no modification installation schedule conflicts or inter-modification conflicts.

Method of Surveillance: Installation schedules and squadron meetings will be monitored.

Weight: 10

4.5.2 Staging: The contractor shall receive, stage, store and deliver modification materials. The contractor shall collect modification materials and assemble them into kits for installation. The contractor shall provide reports detailing status of modification kits being staged or scheduled.

Standard: All modification kits are correctly assembled.

Maximum Allowable Degree of Deviation: No deviation.

Timeliness Measure: All modification kits are ready for delivery as per schedule.

Method of Surveillance: Government will monitor installation.

Weight: 10

Statement Of Work
TRIDENT Combat System On-Site Support

4.5.3 Configuration Tracking: The contractor shall maintain submarine configuration tracking systems in Government data bases (Procurement Acquisition Requisition Information System (PARIS), Submarine Acquisition and Support (SAS), etc.) and ensure that the data controlled by the contractor accurately reflects the current configuration of each hull and shore site. The contractor shall provide reports detailing discrepancies between the current configuration and that reported by the navy standard databases. The contractor shall analyze shipboard and non-shipboard configuration data through audit and installation tracking and report configuration status accounting information including systemic problems, and problem trends.

Standard: Neither modification installations nor spares support are affected by mistakes in the configuration database.

Maximum Allowable Degree of Deviation: No deviation.

Timeliness Measure: The results of physical configuration audits will be entered into the appropriate database within one work week.

Method of Surveillance: Modification installations and problem reports will be monitored. Subsequent audits will be compared.

Weight: 7

4.5.4 Monitor Installations: The contractor shall monitor modification installations, to ensure that proper installation and testing have been accomplished. The contractor shall annotate (red-line) test procedures to indicate changes made in the procedures which were required to allow the tests to be completed.

Standard: Additional red lines (corrections) will not be required on previously red lined procedures.

Maximum Allowable Degree of Deviation: One additional red line per 20 pages of procedures.

Timeliness Measure: Red lines will be available one day after the end of testing.

Method of Surveillance: Red lined documents will be compared.

Weight: 7

4.5.5 Operability: The contractor shall perform or observe on-site verification and validation to ensure modifications, as installed, operate per specifications without degrading overall system performance.

Standard: Tests are completed and system performance is noted.

Maximum Allowable Degree of Deviation: No deviation.

Timeliness Measure: Baring equipment failure tests will be completed within schedule.

Method of Surveillance: Problem reports and ship's logs will be reviewed for evidence of operational degradation due to modification installations.

Weight: 8

Statement Of Work
TRIDENT Combat System On-Site Support

4.5.6 Crew Training: The contractor shall train appropriate members of the on-coming crew on the operational differences caused by modifications to their system when the differences are not yet in the training provided by the Trident Training Facilities.

Standard: Crews understand the overall changes made to their system and can maintain and operate it.

Maximum Allowable Degree of Deviation: No deviation.

Timeliness Measure: Training will be provided before the boat deploys.

Method of Surveillance: Problem reports and ship's logs will be reviewed to find instances where crews were incapable of maintaining or operating their equipment due to a lack of training.

Weight: 10

4.6 Facilities: From time to time the detachments are required to construct facilities. As required the contractor shall provide drafting of preliminary facility drawings and review of construction drawings, plans and specifications. The contractor shall monitor construction to verify compliance with schedule and specifications.

Standard: Problems within the drawings, plans and specifications are found early enough to insure that they do not affect the final structure.

Maximum Allowable Degree of Deviation: No deviation.

Timeliness Measure: Drafts and reviews are completed on schedule.

Method of Surveillance: Problems with the structure that appear in the plans or specifications will be noted.

Weight: 6

5.0 Technical Reports: Data formats which may be required by individual task orders are:

<u>DID NUMBER</u>	<u>DESCRIPTION</u>	<u>SOW TASK</u>
DI-MISC-80508A	Technical Report-Study/Services	4.1.1
		4.1.2
		4.1.3
		4.1.5
		5.5.1
		5.5.2
		5.5.4
*DI-MGNT-80061A	Engineering and Technical Services Accomplishment Report	4.2.4
		4.4.3
		4.5.6
DI-CMAN-81022C	Configuration Audit Summary Report	4.5.3

Electronic delivery of these items is encouraged either in Microsoft Office compatible format or as pdf files.

Requisition No. N66604-2036-01J9

Solicitation No. N66604-02-R-1096

[illegible]

TOTAL MAN-HOURS:

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ANALYST II		AN2		X
<p><u>Education and General Professional Experience:</u></p> <p>Bachelor's level degree in a technical or business related discipline with four (4) years professional experience in the analysis of operational combat systems. A higher degree in the above disciplines may be substituted for two (2) years of professional experience. Six (6) years of additional professional experience or four (4) years of additional specialized experience can replace the degree requirements.</p> <p><u>Specialized Experience:</u></p> <p>A total of four (4) years of cumulative specialized experience in at least two (2) of the following areas is required (qualifying experience consists of one (1) year or more in any single area):</p> <ul style="list-style-type: none">a. operational analysis of modern, complex combat systemsb. maintenance support of modern, complex combat systemsc. system level analysis of tactical computer embedded systemsd. test and evaluation of tactical computer embedded systemse. test, evaluation or analysis of tactical trainers for modern, complex computer embedded systems <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p>				
OFFEROR is to complete information below:				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:				

Requisition No. N66604-2036-01J9

Solicitation No. N66604-02-R-1096

Title and Level	SCA Category	eCraft Code	Key	Non-Key
ANALYST III		AN3	X	
<p><u>Education and General Professional Experience:</u></p> <p>Bachelor's level degree in a technical or business related discipline with ten (10) years professional experience in the analysis of operational combat systems. A higher degree in the above disciplines may be substituted for two (2) years of professional experience. Six (6) years of additional professional experience or four (4) years of additional specialized experience can replace the degree requirements.</p> <p><u>Specialized Experience:</u></p> <p>A total of eight (8) years of cumulative specialized experience in at least two (2) of the following areas is required (qualifying experience consists of one (1) year or more in any single area):</p> <ul style="list-style-type: none"> a. operational analysis of modern, complex combat systems b. maintenance support of modern, complex combat systems c. system level analysis of tactical computer embedded systems d. test and evaluation of tactical computer embedded systems e. test, evaluation or analysis of tactical trainers for modern, complex computer embedded systems <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p>				
OFFEROR is to complete information below:				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:				

Requisition No. N66604-2036-01J9

Solicitation No. N66604-02-R-1096

[illegible]

TOTAL MAN-HOURS:

Requisition No. N66604-2036-01J9

Solicitation No. N66604-02-R-1096

Title and Level	SCA Category	eCraft Code	Key	Non-Key
LOGISTICIAN I		LGT1		X
<p><u>Education and General Professional Experience:</u></p> <p>High school/vocational school degree or GED certificate with 3 years professional experience in integrated logistics support.</p> <p>A Bachelor's level degree in any field may be substituted for 3 years of professional experience.</p> <p><u>Specialized Experience:</u></p> <p>A total of two (2) years of cumulative specialized experience in at least one (1) of the following areas is required (qualifying experience consists of one (1) year or more in any single area):</p> <ul style="list-style-type: none"> a. Armed forces ILS training b. ILS support for a modern, complex, military system c. Status accounting for a modern, complex, military system <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p>				
OFFEROR is to complete information below:				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:				

Requisition No. N66604-2036-01J9

Solicitation No. N66604-02-R-1096

Title and Level	SCA Category	eCraft Code	Key	Non-Key
LOGISTICIAN II		LGT2	X	
<p><u>Education and General Professional Experience:</u></p> <p>High school/vocational school degree or GED certificate with 7 years professional experience in integrated logistics support.</p> <p>A Bachelor's level degree in any field may be substituted for 3 years of professional experience.</p> <p><u>Specialized Experience:</u></p> <p>A total of four (4) years of cumulative specialized experience in at least two (2) of the following areas is required (qualifying experience consists of one (1) year or more in any single area):</p> <ul style="list-style-type: none"> a. Armed forces ILS training b. ILS support for a modern, complex, military system c. Status accounting for a modern, complex, military system <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p>				
OFFEROR is to complete information below:				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:				

Title and Level	SCA Category	eCraft Code	Key	Non-Key
MANAGER, PROGRAM/PROJECT I		MANP1	X	
<p><u>Education and General Professional Experience:</u></p> <p>Bachelor's level degree in any technical or managerial discipline with five (5) years professional experience in program/project management.</p> <p>A higher degree in the above discipline may be substituted for two (2) years of professional experience.</p> <p>An additional four (4) years of professional experience will satisfy the education requirements.</p> <p><u>Specialized Experience:</u></p> <p>A total of five (5) years of cumulative specialized experience in at least two (2) of the following areas is required (qualifying experience consists of one (1) year or more in any single area):</p> <ul style="list-style-type: none">a. configuration managementb. integrated logistic supportc. system level engineeringd. submarine command and control systems <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p>				
OFFEROR is to complete information below:				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:				

Requisition No. N66604-2036-01J9

Solicitation No. N66604-02-R-1096

[illegible]

TOTAL MAN-HOURS:

Requisition No. N66604-2036-01J9

Solicitation No. N66604-02-R-1096

[illegible]

TOTAL MAN-HOURS:

Title and Level	SCA Category	eCraft Code	Key	Non-Key
SPECIALIST, CONFIGURATION MGMT III		SCM3	X	
<p><u>Education and General Professional Experience:</u></p> <p>Bachelor's level degree in any field with eight (8) years professional experience in configuration management.</p> <p>An additional four (4) years of professional experience will satisfy the education requirements.</p> <p><u>Specialized Experience:</u></p> <p>A total of eight (8) years of cumulative specialized experience in at least two (2) of the following areas is required (qualifying experience consists of one (1) year or more in any single area):</p> <ul style="list-style-type: none">a. configuration management of a modern, complex, military systemb. software configuration managementc. change control for a modern, complex, military systemd. Submarine Acquisition Support (SAS) database experiencee. Status accounting and audit controls <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p>				
OFFEROR is to complete information below:				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:				

Requisition No. N66604-2036-01J9

Solicitation No. N66604-02-R-1096

Title and Level	SCA Category	eCraft Code	Key	Non-Key
WORD PROCESSOR I	01611	01611		X
<p><u>Education and General Professional Experience:</u></p> <p>High School/Vocational School diploma or GED Certificate.</p> <p><u>Specialized Experience:</u></p> <p>A total of two (2) years of cumulative specialized experience in at least one (1) of the following areas is required (qualifying experience consists of one (1) year or more in any single area):</p> <ul style="list-style-type: none"> a. data or information screening b. word processing c. computer data entry d. proofing/editing <p>The professional and specialized experience requirements above may have been acquired simultaneously.</p> <p><u>Expected Capabilities:</u></p> <p>Produces a variety of standard documents, such as correspondence, form letters, reports, tables and other printed materials. Work requires skill in typing; a knowledge of grammar, punctuation and spelling; and ability to use reference guides and equipment manuals. Performs familiar, routine assignments following standard procedures. Seeks further instructions for assignments requiring deviations from established procedures.</p>				
OFFEROR is to complete information below:				
Name	Hours	Company and Location		
TOTAL MAN-HOURS:				

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort. If additional guidance is needed contact the Contracting Officers Representative (COR) listed below.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;">TOP SECRET</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;">NONE</div>	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>				3. THIS SPECIFICATION IS: <i>(x and complete as applicable)</i>	
a. PRIME CONTRACT NUMBER		X		a. ORIGINAL <i>(Complete date in all cases)</i>	
				Date (YYMMDD) 020423	
b. SUBCONTRACT NUMBER				b. REVISED <i>(Supersedes all previous specs)</i>	Revision No.
				Date (YYMMDD)	
c. SOLICITATION OR OTHER NUMBER		Due Date (YYMMDD)		c. FINAL <i>(Complete item 5 in all cases)</i>	
X N66604-2036-01J9				Date (YYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If yes, complete the following: Classified material received or generated under <u>N66604-98-D-0085</u> <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____					
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
THIS DD 254 IS FOR BIDDING PURPOSES ONLY. AN ORIGINAL DD 254 WILL BE ISSUED UPON CONTRACT AWARD.					
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT PROVIDE ENGINEERING AND TECHNICAL SERVICES TO NUWC DIVISION NEWPORT DETACHMENT AND ON-SITE OFFICE IN SUPPORT OF THE TRIDENT COMMAND AND CONTROL SYSTEMS (CCS).					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X
b. RESTRICTED DATA		X		b. RECEIVED CLASSIFIED DOCUMENTS ONLY	X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X
d. FORMERLY RESTRICTED DATA			X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	X
e. INTELLIGENCE INFORMATION:			X	e. PERFORM SERVICES ONLY	X
(1) Sensitive Compartmented Information (SCI)			X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	X
(2) Non-SCI			X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	X
f. SPECIAL ACCESS INFORMATION			X	h. REQUIRE A COMSEC ACCOUNT	X
g. NATO INFORMATION			X	i. HAVE TEMPEST REQUIREMENTS	X
h. FOREIGN GOVERNMENT INFORMATION			X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	X
i. LIMITED DISSEMINATION INFORMATION			X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	X
j. FOR OFFICIAL USE ONLY INFORMATION		X		l. OTHER <i>(Specify)</i>	X
k. OTHER <i>(Specify)</i>			X		

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

☐

Direct

☐

Through (Specify):

NONE AUTHORIZED

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.
In the case of non-DOD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. *(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)*

UNCLASSIFIED TECHNICAL INFORMATION GENERATED UNDER THIS CONTRACT SHALL BE ASSIGNED A DISTRIBUTION STATEMENT BEFORE DISCLOSURE/DISTRIBUTION. CONSULT THE COR (CONTRACTING OFFICER'S REPRESENTATIVE) OR APPROPRIATE CLASSIFICATION GUIDE FOR INFORMATION ON APPLYING THE CORRECT DISTRIBUTION STATEMENT.

PERSONNEL ACCESSING CLASSIFIED INFORMATION IN THE PERFORMANCE OF THIS CONTRACT NEED ONLY POSSESS A SECURITY CLEARANCE AT THE LEVEL OF CLASSIFICATION NECESSARY TO ACCOMPLISH THE TASK. THE HIGHEST LEVEL OF CLASSIFICATION FOR THIS CONTRACT IS TOP SECRET.

RESTRICTED DATA STATEMENT

RESTRICTED DATA REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL. ADDITIONAL GUIDANCE ON RESTRICTED DATA IS PROVIDED IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 9, SECTION 1.

BLOCK 13 CONTINUED ON NEXT PAGE.

ESTIMATED COMPLETION DATE

5 YEARS FROM AWARD DATE

COGNIZANT COR/PROGRAM MANAGER, NAME, CODE, TEL. NO.

JOHN P. STANCIN, CODE 2203, (912) 673-2001, X9251

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. *(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements.*

Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

☐

YES

☒

X

NO

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. *(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)*

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YES

☒

X

NO

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

LESLIE GATES

b. TITLE

Contracting Officer

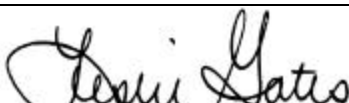
c. TELEPHONE (Include Area Code)

401-832-4296

d. ADDRESS (Include Zip Code)

Naval Undersea Warfare Center Division, Newport
Code 553, B-80
1176 Howell St., Newport, RI 02841

e. SIGNATURE



17. REQUIRED DISTRIBUTION

☒

a. CONTRACTOR

☐

b. SUBCONTRACTOR

☒

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

☐

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

☒

e. ADMINISTRATIVE CONTRACTING OFFICER

☒

f. OTHERS AS NECESSARY

BLOCK 13 (CONTINUED)

FOR OFFICIAL USE ONLY (FOUO) INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE PLACED IN AN OUT-OF-SIGHT LOCATION IF THE WORK AREA IS ACCESSIBLE TO PERSONS WHO DO NOT HAVE A NEED FOR THE INFORMATION DURING WORKING HOURS. DURING NONWORKING HOURS, THE INFORMATION SHALL BE STORED TO PRECLUDE UNAUTHORIZED ACCESS. FILING FOUO WITH UNCLASSIFIED RECORDS IN UNLOCKED FILES OR DESKS IS ADEQUATE WHEN INTERNAL BUILDING SECURITY IS PROVIDED DURING NONWORKING HOURS. WHEN SUCH INTERNAL SECURITY CONTROL IS NOT EXERCISED, LOCKED BUILDINGS OR ROOMS WILL PROVIDE ADEQUATE AFTER-HOURS PROTECTION OR THE MATERIAL CAN BE STORED IN LOCKED RECEPTACLES SUCH AS FILE CABINETS, DESKS, OR BOOKCASES. DESTRUCTION WILL BE BY THE SAME MEANS AS CLASSIFIED INFORMATION (I.E., SHREDDING, BURNING, ETC.).

CONTRACT PERFORMANCE WILL BE WITHIN GOVERNMENT FACILITIES AT VARIOUS SHIPBOARD AND NON-SHIPBOARD SUPPORT SITES INCLUDING: BANGOR, WA; KINGS BAY, GA; PUGET SOUND NAVAL SHIPYARD, WA; CAPE CANAVERAL FL, AND OTHER SITES REQUIRED BY TASK ORDERS. USER AGENCY WILL PROVIDE SECURITY CLASSIFICATION GUIDANCE FOR PERFORMANCE OF THIS CONTRACT.

JA4 CONTRACT ADMINISTRATION MASTER PLAN (CAMP)

Naval Undersea Warfare Center Division, Newport
Contract Administration Master Plan No. 94-1

Subj: CONTRACT ADMINISTRATION MASTER PLAN (CAMP) FOR CONTRACTOR SUPPORT OR
CONTRACTOR ENGINEERING AND TECHNICAL SERVICES

Ref: (a) NAVSUPINST 4330.7 Service Contract Administration

1. This Master Plan covers services that the Procuring Contracting Officer(PCO) determines shall be obtained on a Cost Plus Fixed Fee, Labor Hour, or Time and Material basis which are contracted for with a performance oriented statement of work (SOW). For those actions not covered under this Master Plan, a separate Contract Administration Plan (CAP) will be generated by the PCO. The contract specifications will cover performance of technically complex work which will involve intensive quality assurance surveillance and cost and performance monitoring by technical or engineering specialists within NUWCDIVNPT Technical and Business Departments. Performance of some of the contract administration functions solely by the Defense Contract Management Command (DCMC) is not practical. Therefore, the contract administration functions will be delegated to a Contracting Officer's Representative (COR) to assist the PCO in administration of the subject class of contracts and any orders issued under the contract.

2. Contracting Officer's Representative (COR) duties are detailed in Attachment 1. Only those individuals who have received COR training and possess the requisite technical skills and experience to effectively monitor the subject services will be appointed CORs under this plan. The Commercial Acquisition Department, Code 59, has the responsibility to ensure that personnel appointed as CORs to perform duties in connection with contracts subject to this plan have the necessary qualifications to satisfactorily perform required duties, and are properly monitored to determine they are performing assigned duties. If at any time Code 59 determines assigned duties are not being performed in a satisfactory manner, Code 59 shall take immediate action to advise the respective Department Head so that corrective action (including replacement of personnel, if required) may be taken.

3. A copy of each delegation and rescission of delegation made pursuant to paragraphs 1 and 2 of this plan shall be made a part of the contract files. The Contract must indicate the specific COR responsible for administering services under the particular contract.

4. The PCO shall screen procurement requests for the subject services to determine if they are the type that fall under the provisions of this Master Plan.

COR RESPONSIBILITIES

The COR acts as the representative for the Contracting Officer by performing the following duties:

- a. Monitors contractor performance.
- b. Accomplishes on-site surveillance at NUWCDIVNPT or contractor facility.
- c. Ensures that services remain non-personal in nature.
- d. Ensures that the Contractor performs within the scope of the SOW set forth in the contract or order.
- e. Monitors the use of Government furnished material, property and equipment.
- f. Inspects and accepts or rejects contract services/deliverables and certifies invoices.
- g. Establishes and maintains a standard COR file on assigned contracts/orders.
- h. Notifies the Contracting Officer of any problems in the above areas, and of any anticipated overrun of the estimated or ceiling price of the contract or order.
- i. Provides a written evaluation of contractor performance, via the "Contractor Performance Evaluation Report", to the PCO.
- j. Reviews procurement request prepared by the procurement originator to ensure that it presents a clear description of work to be accomplished and data to be delivered; and reviews or assists the procurement originator in preparing the independent Government estimate of resources (i.e., types and amount of labor, material, travel, etc.) required to perform the work described.

CONTRACTOR _____ INVOICE NUMBER _____
 CONTRACT NO. _____ ORDER NO. _____
 PERFORMANCE PERIOD FROM _____ TO _____

[illegible]

<u>TRAVEL DATES</u>	<u>ORIGIN</u>	<u>DESTINATION</u>	<u>MODE OF TRANSPORTATION</u>

DESCRIPTION OF SERVICES: _____ PERCENTAGE OF COMPLETION: _____ %

CERTIFICATION. I hereby certify that to the best of my knowledge and belief, the above services were performed as stated above, and that all labor hours and all other costs are allowable and allocable to the Contract/Order.

CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE

SIGNATURE: _____
NAME: _____
CONTRACTING OFFICER'S REPRESENTATIVE

JA5A CERTIFICATE OF PERFORMANCE - CPFF COMPLETION EFFORTS

CONTRACTOR _____ INVOICE NUMBER _____
CONTRACT NO. _____ ORDER NO. _____
PERFORMANCE PERIOD FROM _____ TO _____

TOTAL LABOR HOURS

REGULAR HOURS

OVERTIME HOURS

(Show prime and subcontractor hours; enclose overtime authorization letter.)

<u>TRAVEL DATES</u>	<u>ORIGIN</u>	<u>DESTINATION</u>	<u>MODE OF TRANSPORTATION</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DESCRIPTION OF SERVICES: _____ PERCENTAGE OF COMPLETION: _____ %

(Describe services in terms of the Contract/Order Statement of Work and CDRL.)

CERTIFICATION. I hereby certify that to the best of my knowledge and belief, the above services were performed as stated above, and that all labor hours and all other costs are allowable and allocable to the Contract/Order.

SIGNATURE: _____

NAME: _____

CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE

ENDORSEMENT. I hereby certify that to the best of my knowledge and belief, the labor charges and other costs described above are appropriate and reflect the work accomplished by the contractor as required by the Contract/Order specified and that the services were performed satisfactorily.

SIGNATURE: _____

NAME: _____

CONTRACTING OFFICER'S REPRESENTATIVE

GOVERNMENT FURNISHED MATERIAL

The majority of the work under this contract will be accomplished within government furnished spaces. In those government spaces each contractor shall be supplied with: office furniture, a personal computer with appropriate software, a printer or access to a networked printer, phone and phone service, internet connections sufficient to complete contract functions, access to copying and fax machines, shredders, all equipment and software required to process magnetic materials from patrols and refits, fully functioning warehouses and vaults, and office supplies.

(a) The following are located at NUWC On-Site-Office SUBASE Kings Bay GA. Unless specified otherwise, access is on a non-interference and rent-free basis as scheduled with the COR.

(1) OFFICE FACILITIES Building 2012

(2) OFFICE EQUIPMENT

desk and chairs	2
modular offices	14
bookcases	3
file cabinets	10
Mosler safes	2
tables	2
IBM typewriters	3

(3) COMPUTER EQUIPMENT

personal computers	7
individual printers	4
scanner	1

(4) SOFTWARE

Windows	7
MSOFFICE Professional	7

(5) VAULT FACILITIES Building 2012

Includes storage cabinets, Mosler safes, magnetic tape storage racks, all equipment required to process patrol/refit data packages and miscellaneous office equipment.

(6) WAREHOUSE FACILITIES Building 5050

forklift	1
pallet truck	1
hand truck	1
rolling step ladder	1
furniture dolly	8
pallet grabber	1
20 foot GP chain	1
forklift extenders	1
HAZMAT locker	2
equipment racks	30
banding equipment	2
Stak storage system	1
mobile scissors lift table	1
bar code scanner	1
bar code printer	1

(b) The following are located at NUWC Detachment Bangor, WA. Unless specified otherwise, access is on a non-interference and rent-free basis as scheduled with the COR.

(1) OFFICE FACILITIES Building 2011 and 2012

(2) OFFICE EQUIPMENT

desk and chairs	18
modular offices	8
bookcases	13
file cabinets	22
Mosler safes	1
tables	13
IBM typewriters	2

(3) COMPUTER EQUIPMENT

personal computers	14
individual printers	6
scanner	1

(4) SOFTWARE

Windows	14
MSOFFICE Professional	14

(5) VAULT FACILITIES Building 2012

Includes storage cabinets, Mosler safes, magnetic tape storage racks, all equipment required to process patrol/refit data packages and miscellaneous office equipment.

(6) WAREHOUSE FACILITIES Building 2012

Forklift	1
pallet truck	2
hand truck	2
rolling step ladder	1
furniture dolly	1
pallet grabber	1
20 foot GP chain	1
forklift extenders	1
HAZMAT locker	2
equipment racks	100
banding equipment	1
Stak storage system	1
bar code scanner	1
bar code printer	1

Sample Personnel Data Form

(Offeror may provide a similarly formatted substitute form.)

General Information

Name: _____

Present Employer: _____ Present Location: _____

Labor Category: _____ Years Pertinent Experience: _____

Key Person on Other Contracts? Yes _____ No _____

If Yes, Extent of Commitment _____

Security Clearance: _____

Education and Professional Experience

Education:	Degree	Subject	Year	School
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Professional Experience: _____

Specialized Experience:

Career History:

Relevant Training:

JA10 COST SUMMARY SHEET

RFP No. _____

Contractor _____ () Subcontractor to _____

MATERIAL

Subcontractor _____	\$ _____
Subcontractor _____	\$ _____
Subcontractor _____	\$ _____
Subcontractor _____	\$ _____
Interdivisional Transfers _____	\$ _____
* Travel and Subsistence _____	\$ _____
* Other Material _____	\$ _____
** Relocation _____	\$ _____
** Telephone _____	\$ _____
** Leases _____	\$ _____
** Royalties _____	\$ _____
** Equipment _____	\$ _____
** Parking _____	\$ _____
** Cost Center _____	\$ _____
** Cost Center _____	\$ _____
** Cost Center _____	\$ _____
** Cost Center _____	\$ _____
FY _____ FY _____ FY _____ FY _____	
Material Handling Rates: _____ % _____ % _____ % _____ %	\$ _____
Subtotal	\$ _____

LABOR

Labor costs (no Overtime Premium) _____	\$ _____
Overtime Premium _____	\$ _____
Effective date of Labor rates _____	
Annual Escalation Rate: _____ %	

INDIRECT COSTS

FY _____ FY _____ FY _____ FY _____	
*** Fringe Benefits Rates: _____ % _____ % _____ % _____ %	\$ _____
*** Overhead Rates: _____ % _____ % _____ % _____ %	\$ _____
*** Other Indirect Rates: _____ % _____ % _____ % _____ %	\$ _____
*** Gen. & Admin. Rates: _____ % _____ % _____ % _____ %	\$ _____
Annual Accounting Period begins: _____	
Other _____	\$ _____
FCCM Treasury Rate: _____ %	\$ _____

Cost Total	\$ _____
Fee	\$ _____
CPFF Total	\$ _____

- * Estimates from provision entitled "Cost Proposal"
 - ** See the clause in Section H entitled "Travel and Material Costs"
 - *** FY denotes Contractor's fiscal year.
- If rates are too complex to fit, provide schedule.

JA12 COMMENTS IN THE INTEREST OF COMPETITION

The Competition Advocate (CA) of the Naval Undersea Warfare Center (NUWC) Division, Newport is charged with maximizing competition for NUWCDIVNPT procurements. In pursuit of this goal, the CA seeks to ensure that all competitive solicitations are formed in such manner as to not be unduly restrictive, and to be feasibly performed by several competitors.

Parties with suggestions regarding means by which NUWCDIVNPT can increase competition are encouraged to submit letters to:

Naval Undersea Warfare Center Division, Newport
Competition Advocate c/o Code 59, Building 11
Simonpietri Drive
Newport, RI 02841-1708

The CA especially desires information regarding aspects of NUWCDIVNPT solicitations which have influenced firms' decisions not to propose. If suggestions relate to specific solicitations, please include relevant extracts.

Comments requested herein are for planning purposes only; parties wishing to affect current solicitations should contact the Contracting Officer.

Award Term Plan
for
Trident Combat System Field Support
Solicitation N66604-02-R-1096

1.0 Introduction: This award term plan provides the basis for evaluation of the contractor's overall performance under a contract resulting from Solicitation N66604-02-R-1096 and for determining if the contractor has earned an Award Term. The Government will measure the contractor's performance throughout the year and annually evaluate performance, determine an overall rating, and determine what "award term" shall be added or subtracted from the period of performance and ordering period.

2.0 Objectives: The award term incentive has been included in this contract in order to promote excellent performance in the following areas:

Quality,
Timeliness,
Cost Efficiency.

3.0 Performance Ratings: Following the process set forth below, the Government shall assign one of the overall (performance) ratings:

Overall Rating	Standard
Excellent	"Excellent" ratings for all performance evaluation criteria.
Very Good	A combination of "Excellent" and "Satisfactory" ratings determined by the TDO to exceed "Satisfactory" overall.
Satisfactory	A minimum of "Satisfactory" ratings for all performance evaluation criteria.
Unsatisfactory	A rating of "Unsatisfactory" for one or more performance evaluation criteria.

3.0 Incentive: Overall ratings result in the following:

Overall Rating	Incentive
Excellent	Additional twelve month award term
Very Good	Additional six month award term
Satisfactory	No award term
Unsatisfactory	Possible cancellation of previously awarded term

6.0 Organization. The performance evaluation organization consists of the Term Determining Official (TDO), and the Performance Evaluation Board (PEB).

(a) Term Determining Official (TDO): The TDO is responsible for making award term determinations, based upon the presentations of the Performance Evaluation Board. For this contract the Term Determining Official is NAVSEA Code PMS 392P.

(b) Performance Evaluation Board (PEB): The PEB is responsible for reviewing contractor performance and making recommendations to the TDO concerning evaluation ratings. PEB members will consist of the following individuals:

COR (Contracting Office's representative)
(Procuring) Contracting Officer (PCO)
Additional Government personnel familiar with the tasking to be evaluated.

COR: The COR acts as PEB chairperson and is responsible for obtaining the information needed to evaluate contractor performance. With the assistance of other Government personnel at the two detachments, the COR monitors performance and maintains the written records of the contractor's performance so that a fair and accurate evaluation may be obtained. The COR coordinates and compiles interim and final evaluation reports. The COR conducts the PEB meetings and submits the PEB Evaluation Report to the TDO.

Contracting Officer: The (Procuring)Contracting Officer (PCO) is the liaison between contractor and Government personnel for contractual matters and serves as the PEB Recorder and provides additional support to the PEB as requested by the Chairperson.

Additional members provide ongoing performance monitoring for their assigned task orders or areas of expertise. They evaluate task performance, and prepare interim and end of period evaluation reports for the COR. They assist the TDO and PEB as necessary.

7.0 Evaluation Schedule: Each performance evaluation period will be 12 months in length and will be divided into two six-month interim evaluation periods. Following each interim evaluation period, the COR and the PCO will hold a meeting with the contractor's Senior Technical Representative to review performance including overall trends, specific problem areas - if any - and their resolution. Other government and contractor personnel may also participate as deemed appropriate by the PCO.

8.0 Contractor's Self-Evaluation: The PEB will consider any self evaluation report provided to the Government within one week of the end of the performance period. The report's format and length are within the contractor's discretion, but it should be concise and organized by task order and address the objectives. The Government may ask the contractor for additional information during deliberations.

9.0 Process: Each month the COR will collect information on how the contractor has performed each paragraph of the SOW, and assign a rating. If the contractor has not been required to perform work described in any specific paragraph of the SOW, no rating shall be assigned. The COR shall record the basis for each rating other than "Satisfactory". The ratings have the following numerical values:

Unacceptable	0
Satisfactory	4
Excellent	5

(Note: The monthly ratings have three levels, while the overall rating has a fourth level of "Very Good." This permits an appropriate award term if the results are not clearly "Satisfactory" or "Excellent."

The monthly ratings will be recorded in a worksheet, will be averaged, and a weighted overall rating for each factor calculated. A sample of this worksheet is attached, with values arbitrarily assigned to show the mathematical process.

The PEB shall consider, the factual data and memoranda supporting the ratings, the contractor's self evaluation and any other information provided by the contractor. The PEB shall adjust the ratings, record its rationale for doing so, recommend an Overall Rating and present its findings to the TDO.

10.0 Award Term Determination: The TDO will make an award term determination at the end of each evaluation period. The determination will be based upon the Performance Evaluation Board's recommendation, the Contractor's Self-Evaluation and any other information deemed relevant by the TDO. It need not conform to the mathematical results of the worksheet. The TDO's decision is unilateral and final. The determination is expected to happen within two months of the end of the evaluation period.

SOW para.	1	2	3	4	5	6	7	8	9	10	11	12	Annual	Weight	Weighted Value
4.1.1	5	5		5	5	5	5		5	5	5	5	5.00	10	50
4.1.2	5	4			5	4	4		5	5	5	5	4.60	8	37
4.1.3	4	4	4	4	4	4	4	4	4	4	4	4	4.00	6	24
4.1.4	5	5	5	5	5	5	5	5	5	5	5	5	5.00	10	50
4.1.5	4	4	4	4	4	4	4	4	4		4	4	4.00	8	32
4.2.1	4	4	4	4	4	4	4	4	4	4	4	4	4.00	7	28
4.2.2	4	4		4	4	0	4		4	4	4	4	3.60	10	36
4.2.3	4	4	4	4	4	4	4	4	4		4	4	4.00	10	40
4.2.4	4	4		4	4		4	4	4	4		4	4.00	7	28
4.3.1	4	4	4	4	4	4	4	4	4	4	4	4	4.00	6	24
4.3.2	4	4	4	4	4	4	4	4	4	4	4	4	4.00	7	28
4.4.1	4	4	4		4	4	4	4	4	4	4	4	4.00	6	24
4.4.2	4	4	4		4	4	4	4		4	4	4	4.00	10	40
4.4.3	4	4	4	4	4	4	4		4	4	4	4	4.00	10	40
4.5.1	4	4	4	4	4	4	4	0	0	0	4	4	3.00	10	30
4.5.2	4	4	4	4	4		4	4	4	4	4	4	4.00	10	40
4.5.3	4	4	4	4	4	4	4	4	4	4	4	4	4.00	7	28
4.5.4	4	4	4	4	4		4	4	4	4		4	4.00	7	28
4.5.5	4	4		4	4	4	4	4	4	4	4	4	4.00	8	32
4.5.6	4	4		4		4	4	4	4	4	4	4	4.00	10	40
4.6.	4	4	4	0	4	4	4	4	4	4	4	4	3.67	6	22
														173	701
															4.05
Timeliness															
4.1.1	4	4	4	4	0	4	4	4	0	4	4	4	3.33	10	33
4.1.2	5	4	4	4	4	4	4	4	4	4	4	4	4.08	8	33
4.1.3	4	4	4	4	4	4	4	4	4	5	4	4	4.08	6	25
4.1.4	4	4		4	4	5	4	4	4	4	4	4	4.09	10	41
4.1.5	4	4	4	4	4	4	4	4	0	4	5	4	3.75	8	30
4.2.1	4	4	5		4	4		4		4	4	4	4.11	7	29
4.2.2	4	4	4	4	4	4	5	4	4	4	5	4	4.17	10	42
4.2.3	4	4	4	4	4	4	4	4	4		4	4	4.00	10	40
4.2.4	4	4	4	4	5	4	4	4	4	4	4	4	4.08	7	29
4.3.1	5	5	5	5	5	5	5	5	5	5	5	5	5.00	6	30
4.3.2	4	4	4		4		4		4		4		4.00	7	28
4.4.1	4	4	5	4	4	4	4	4	4	4	4	4	4.08	6	25
4.4.2	5	5	5	5	5	5	5	5	5	5	5	5	5.00	10	50
4.4.3	4	4		4		4	4	5	4	4	5	4	4.20	10	42
4.5.1	4	4	4	4	4	4	4	4	4	4	4	4	4.00	10	40
4.5.2	4	4	4	5	4	4	5	4	4	5	4	4	4.25	10	43
4.5.3	4	4		4	4	4	4	4	4	4	4	4	4.00	7	28
4.5.4	5	5	5	5	5	5	5	5	5	5	5	5	5.00	7	35
4.5.5	4	4	4	5	4	0	0	4	4	4	5	4	3.50	8	28
4.5.6	4	4	4		4	4	4	4	4	4	4	4	4.00	10	40
4.6.	4	4	4	4	4	4		4	4	4	4	4	4.00	6	24
														173	712
															4.12
Cost															
	4	5	5	5	4	0	4	5	4	5	5	4	4.17		4.17
Composite															4.11